



CITY OF BARABOO COMMON COUNCIL AGENDA

Council Chambers, 101 South Blvd., Baraboo, Wisconsin

Tuesday, May 14, 2019, 7:00 P.M.

Regular meeting of the Common Council, Mayor Mike Palm presiding.

Notices sent to Council members: Wedekind, Kolb, Plautz, Sloan, Petty, Ellington, Alt, Kierzek, and Thurow

Notices sent to City Staff and Media: Atty. Truman, Adm. Geick, Clerk Zeman, Finance Director Haggard, City Engineer Pinion, Utility Super. Peterson, Street Super. Gilman, Police Chief Schauf, Parks & Recreation Dir. Hardy, City Treasurer Laux, Fire Chief Kevin Stieve, Library Director Jessica Bergin, CDA Director, the News Republic, WBDL, and 99.7FM, *Jay Smith, David Frie, Brandon Vrchota, Brendon Meyer, Ian Carroll*

Notices sent to other interested parties: Citizen Agenda Group, Media Agenda Group, *Dr. M. Mendoza, Mitchell Burri*

1. **CALL TO ORDER**

2. **ROLL CALL AND PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF PREVIOUS MINUTES** (*Voice Vote*): April 23, 2019

4. **APPROVAL OF AGENDA** (*Voice Vote*):

5. **COMPLIANCE WITH OPEN MEETING LAW NOTED**

6. **PRESENTATIONS** (*None Scheduled*)

7. **PUBLIC HEARINGS** The Mayor announces that this is the published date and time to hear public comment concerning: (*None Scheduled*)

8. **PUBLIC INVITED TO SPEAK** (*Any citizen has the right to speak on any item of business that is on the agenda for Council action if recognized by the presiding officer.*)

9. **MAYOR'S BUSINESS**

- The Mayor will present a GEM Award to Jay Smith
- The Mayor will read the National Public Works Week Proclamation.
- The Mayor will congratulate the following Police Department staff on their anniversaries:
 - Detective David Frie on his 15th Anniversary
 - Patrol Officer Brandon Vrchota on his 10th Anniversary
- The Mayor will read the Police Week Proclamation
 - The Police Department will present a Citizen Award to Dr. M. Mendoza and Mitchell Burri and a Business Award to Belco Vehicle Solutions
 - The Police Department will swear in Police Officers Brendon Meyer and Ian Carroll

10. **CONSENT AGENDA** (*Roll Call*)

CA-1...Approve the accounts payable to be paid in the amount of \$_____

CA-2...Re-Appoint Tim Stieve and Joel Petty to the Baraboo District Ambulance Commission for a term ending April 20, 2021. Appoint Phillip Zolper to the Library Board filling the unexpired term of Jennifer Watts ending June 30, 2020.

11. **NEW BUSINESS - RESOLUTIONS**

NBR-1... Request from Sally Wehler to allow for Excessive Household Animals (3 Dogs).

NBR-2... Approve revising the Health Insurance agreement to abide by the terms of the program as set forth in the new *Local Employer Health Insurance Standards, Guidelines and Administration Manual*.

NBR-3... Approve accepting the bid for Asbestos Abatement at 314 Depot Street from Dirt Ducts Cleaning and Environmental, Inc. in the amount of \$10,855.00.

NBR-4... Accept the dedication of an alley right of way from 2nd to 4th Street between Elizabeth and Camp Streets.

NBR-5... Consider Automatic Aid Agreement with Delton Fire Department.

NBR-6... Consider purchasing land, currently owned by the First United Methodist Church, on behalf of the Baraboo Public Library.

NBR-7... Consider 25-foot wide x 1,013-foot (+/-) permanent Storm Sewer Easement be obtained from the Sauk County Agricultural Society, Inc. in accordance with the attached Sanitary Easement and Exhibit.

12. **NEW BUSINESS - ORDINANCES**

NBO-1... Revise §7.02(2)(b)2, the Official Traffic Map of the Baraboo Municipal Code to provide for designated parking stalls to be used by persons with a disability that limits or impairs the ability to walk on the north side of the 200 block of 4th Avenue.

NBO-2... Amend §§7.02(2)(b) and 7.03(3) of the Baraboo Municipal Code thereby providing that all traffic approaching the intersection of 5th & Oak come to a complete stop.

NBO-3... Create §7.09(3) of the Baraboo Municipal Code relating to a Limited Time Parking on 4th Avenue, from Broadway to Birch Street.

NBO-4... Amend §9.03 of the Baraboo Municipal Code relating to Throwing or Shooting of Arrows, Stones, and Other Missiles.

NBO-5... Amend §1.10 of the Baraboo Municipal Code relating to the Office of the City Administrator.

13. **ADMINISTRATOR AND COUNCIL COMMENTS** (*Comments are limited to recognition of City residents and employees, memorials, and non-political community events. Discussion of matters related to governmental business is prohibited.*)

14. **REPORTS, PETITIONS, AND CORRESPONDENCE** - The City acknowledges receipt and distribution of the following:

- **Reports:** 1st Qtr. 2019, Taxi Financial Statements

- **Minutes from the Following Meetings:**

Copies of these meeting minutes are included in your packet:

Finance/Personnel	4-23-19	BID	4-24-19
Plan Commission	4-16-19	Administrative	5-6-19

Copies of these meeting minutes are on file in the Clerk's office:

Emergency Management	3-20-19	Public Arts	3-28-19
PFC	3-18-19, 4-8-19	Airport	4-16-19
Library	4-10-19, 4-16-19, 4-18-19, 4-23-19		
Park & Recreation	4-8-19		

- **Petitions and Correspondence Being Referred:** None

16. **ADJOURNMENT** (*Voice Vote*)

Brenda Zeman, City Clerk

For more information about the City of Baraboo, visit our website at www.cityofbaraboo.com

May

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
12	13	14	15	16	17	18
	Park & Rec	Finance Council	BID	UW Campus		
19	20	21	22	23	24	25
	Public Safety SCDC PFC	Plan Library Board		Emergency Mgt.		
26	27	28	29	30	31	1
	Memorial Day CITY OFFICES CLOSED	Finance Council	Ambulance	Public Arts		

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PLEASE TAKE NOTICE - Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format should contact the City Clerk at 101 South Blvd., Baraboo, WI or phone (608) 355-2700 during regular business hours at least 48 hours before the meeting so reasonable arrangements can be made to accommodate each request.

Agenda jointly prepared by D. Munz and B. Zeman

Agenda posted on 05/10/2019

**Council Chambers, Municipal Building, Baraboo, Wisconsin
Tuesday, April 23, 2019 – 7:00 p.m.**

Mayor Palm called the regular meeting of Council to order.

Roll call was taken.

Council Members Present: Wedekind, Kolb, Plautz, Sloan, Petty, Ellington, Alt, Kierzek, Thurow
Council Members Absent:

Others Present: Chief Schauf, Clerk Zeman, Adm. Geick, Atty. Truman, M. Hardy, C. Haggard, Judy Spring, Cully Shelton, members of the press and others.

The Pledge of Allegiance was given.

Moved by Ellington, seconded by Wedekind and carried to approve the minutes of April 9 and April 16, 2019.

Moved by Alt, seconded by Kolb and carried to approve the agenda.

Compliance with the Open Meeting Law was noted.

PRESENTATIONS - The Mayor read the following proclamations declaring:

- April 26, 2019 as National Arbor Day
- May 11, 2019 as World Migratory Bird Day
- Week of May 11-18, 2019 as Creative Economy Week
- May, 2019 as National Senior Health & Fitness Month

PUBLIC INVITED TO SPEAK – No one spoke.

CONSENT AGENDA

Resolution No. 19-21

THAT the Accounts Payable, in the amount of \$1,022,818.43 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Moved by Sloan, seconded by Petty and carried that the Consent Agenda be approved-9 ayes.

2ND READING ORDINANCES

Moved by Sloan, seconded by Petty and carried unanimously to approve the 2nd reading of **Ordinance No. 2517** amending Section 3.15, Procedure for Competitive Bidding, of the Baraboo Municipal Code to account for the Common Council's adoption of the City's Purchasing Policy.

NEW BUSINESS

Resolutions:

Resolution No. 19-22

THAT the City approve the First Amendment to the Intergovernmental Agreement For Use of 2018/2019 Stewardship Grant Funds and direct Parks, Recreation and Forestry Director Mike Hardy to complete all documentation necessary related to the Maxwell-Potter Conservancy Kayak Launch grant project.

Moved by Sloan, seconded by Petty and carried that **Resolution No. 19-22** be approved-9 ayes.

Resolution No. 19-23

WHEREAS, the City accept the proposal from Weyh's Window Washing to clean windows for 1 year; and

NOW, THEREFORE, BE IT RESOLVED, that a budget amendment for \$1,792 be made to increase expenditures for the Municipal Building.

Moved by Wedekind, seconded by Ellington and carried that **Resolution No. 19-23** be approved-9 ayes.

Resolution No. 19-24

BE IT RESOLVED, that the Common Council of the City of Baraboo, Sauk County, Wisconsin, does hereby ratify and affirm the Baraboo-Wisconsin Dells Regional Airport Commission petition for state airport development aid dated April 16, 2019.

Moved by Wedekind, seconded by Alt and carried that **Resolution No. 19-24** be approved-9 ayes.

Resolution No. 19-25

WHEREAS, our United States Constitution requires a Census of the population of our nation every ten years, and

WHEREAS, Census information is used to determine how many members our state has in the United States House of Representatives and is also used to determine districts in our state legislature ad local governing bodies, and

WHEREAS, having an accurate and complete Census count is important to our community in determining Federal and State aids and grants, economic development, housing assistance, transportation improvements, and many other uses, and

WHEREAS, every resident of our community counts and deserves to be counted,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BARABOO, SAUK COUNTY WISCONSIN

THAT the City of Baraboo recognizes the importance of the 2020 Census and agrees to form a Complete Count Committee either in conjunction with Sauk County and for the Community with appropriate sub-committees as needed, and to promote the Census to assure that all residents of our community are counted and, further

THAT we will join with the municipalities of Reedsburg, Sauk City, and Prairie du Sac, and the Sauk County Board in the formation of said committee.

Moved by Ellington, seconded by Kolb and carried that **Resolution No. 19-25** be approved-9 ayes.

COMMITTEE OF THE WHOLE

Moved by Kolb, seconded by Alt to convene as a Committee of the Whole to discuss the City Administrator Recruitment.

Mayor Palm noted that Adm. Geick has given his upcoming retirement. The Council was given 5

proposed City Administrator Recruitment Process outline. The goal is to have a new City Administrator hired by October, which will allow one month of shadowing before Adm. Geick retires. This is also an important time because we will be finalizing the budget for the following year.

We are looking at hiring a professional recruiter. Mayor Palm will establish a recruitment committee to work with the recruiter and be the oversight committee. From the applicants, we will create an interview list and we hope to start interviewing in August. Once we have established a semi-finalist list, groups made up of the City Council, Department Heads, and Community Leaders will interview them. After these interviews, we will have a finalist list and these candidates will again be interviewed by the City Council for a final selection.

Mayor Palm and members of the Council agree that hiring a professional recruiter will assist in selecting qualified candidates from the applications received.

Moved by Sloan, seconded by Petty to reconvene into regular session.

OTHER ACTIONABLE ITEMS

- Moved by Kolb, seconded by Plautz to approve the City Administrator Recruitment Process Outline. Motion carried unanimously.
- Moved by Petty, seconded by Sloan to authorize the City to solicit bids for a professional recruiter. Motion carried unanimously.

ADMINISTRATOR AND COUNCIL COMMENTS

None.

REPORTS and MINUTES

The City officially acknowledges receipt and distribution of the following:

Monthly Reports for March, 2019 from – Treasurer and Fire Department

Minutes from the Following Meetings –

Finance/Personnel Committee – Dennis Thurow Committee Room, #305

April 9, 2019

Members Present: Petty, Thurow, Sloan

Absent: none

Others Present: Mayor Palm, E. Geick, E. Truman, B. Zeman, C. Haggard, T. Pinion

Call to Order – Ald. Petty called the meeting to order at 6:00 p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Thurow to approve the minutes of March 26, 2019 and carried unanimously. Moved by Sloan, seconded by Thurow to approve the agenda. Motion carried unanimously.

Action Items

- a) **Accounts Payable** – Moved by Sloan seconded by Thurow to recommend to Council for approval of the accounts payable for **\$609,013.38**. Motion carried unanimously.
- b) **Approve the Purchasing Policy** – C. Haggard noted that one significant change to the policy is the dollar amount that requires we obtain bids will increase from \$500 to \$1,000. Atty. Truman explained that the other changes to the policy were general updates. Moved by Sloan, seconded by Thurow to recommend to Council for action. Motion carried unanimously.
- c) **Approve the 1st Qtr. 2019 Financial Reports** – C. Haggard explained the new layout for these reports and noted any significant budget changes. The committee reviewed the financial reports. These reports are informational only; no action taken.
- d) **Approve the 1st Qtr. 2019 Budget Amendments** – The committee reviewed the budget amendments. Moved by Sloan, seconded by Thurow to recommend to Council for action. Motion carried unanimously.
- e) **Approve the Sauk County MIS Memorandum of Understanding for the Provision of Intergovernmental services to the City of Baraboo for Computer Network and Technical Services** – Adm. Geick explained that the first agreement with Sauk County was back in about 2011. There have been minor updates to the agreement since then. The update before the committee now includes approving a Technology Policy and new rates. Atty. Truman has reviewed this MOU and has no questions. Moved by Sloan, seconded by Thurow to recommend to Council for action. Motion carried unanimously.

- f) **Review and recommendation to Common Council to approve the Technology Use Policy with the Sauk County MIS Department for the City's computer network and security systems.** * Adm. Geick explained that this is removing all the tech items out of our Employee Handbook and moving them into this policy; taking an expanded Tech Policy based on what the County has and creating a separate policy for the City. Moved by Sloan, seconded by Thurow to recommend to Council for action. Motion carried unanimously.
- g) **Review and recommendation to Common Council to amend Section 3.15, Procedure for Competitive Bidding, of the Baraboo Municipal Code to account for the Common Council's adoption of the City's Purchasing Policy.** * - Atty. Truman noted that this is purely housekeeping. The changes to the code will allow for future adoptions of the purchasing policy without changing the Municipal Code. Moved by Sloan, seconded by Thurow to recommend to Council for action. Motion carried unanimously.

Informational Items

- a) City Attorney's report on insurance claims – None.

Adjournment – Moved by Sloan, seconded by Thurow and carried to adjourn at 6:30pm.

BARABOO BUSINESS IMPROVEMENT DISTRICT (BID) Promotions/Personnel Committee Meeting April 09, 2019

Members Present: T. Wickus, , S. Fay, B. Stelling

Member Absent: L. Steffes

Call to Order: Chairman Wickus presided over the meeting, called it to order at 9: A.M., and noted compliance with the Open Meeting Law.

Minutes: Moved by, Fay seconded by Stelling, and unanimously carried to approve the minutes of the Sept 18, 2018 meeting.

Agenda: Moved by Fay seconded by Stelling, and unanimously carried to approve the agenda as published.

Old Business:

New Business: Moved by, Fay seconded by Stelling to approve the following marketing items

Devils Lake Guide ad \$1,250.00, Devils Lake map ad \$525.00, City Newsletter \$335.00, Brava Magazine \$1,085.00, Banner on Broadway St \$205.04

Design services for Next Level Creative & Lorriane Ortner-Blake for the projects above

Adjournment: Moved by Stelling, seconded by Fay and unanimously carried to adjourn at 9:45 A.M.

Baraboo Economic Development Commission Meeting Minutes**April 4, 2019****I. Call to Meeting to Order and Note Compliance with Open Meeting Law**

Chair Jim Bowers called the meeting to order at 5:30 PM at the Baraboo Municipal Building, 101 South Blvd, Room 205, Baraboo, WI. The meeting was noticed in conformance with Wisconsin State Statutes regarding open meetings.

II. Roll Call

Present: Bowers, Umhoefer (5:37), Alt, Ayar (5:40), Bingle, Palm, Platt-Gibson, Reppen, Taylor, Wastlund, White

Absent: Cafilisch, White

Other: Ed Geick, Patrick Cannon

III. Approve Agenda

Motion to approve the agenda as presented

Taylor (1); Alt (2)

Aye: All via voice vote

Nay: None

IV. Approve Minutes

Motion to approve the minutes for March 7, 2019.

Taylor (1); Johnson (2)

Aye: All via voice vote

Nay: None

V. Public Comment**a. Presentation by Ms. Laura Walczak, President, St. Clare Hospital**

Ms. Walczak provided the Board with an overview of the rich history of St. Clare Hospital in Baraboo and the overall philosophy of SSM Health Care. She indicated that "health care is an extension of humanity" and that Baraboo has done an outstanding job in this area.

Ms. Umhoefer enters at 5:37

Ms. Walczak also gave an update on how St. Clare has responded to the overall health care needs of the area. She discussed the additional health services now being offered in the area and the new Physicians that have begun their practice in Baraboo. She discussed how they have created a strong working environment with their staff, patients and the community to strengthen the health care in the area.

Mr. Bowers asked how she felt the community welcomed her when she moved to Baraboo. She described the experience as a very welcoming community. People were very helpful to her and her family and she felt very comfortable.

VI. Old Business

a. Updates on Development Activities

Ed Geick provided an update on various activities

- The 2020 Census preparation has begun
- DEZ Arms is looking at a ground breaking and plans to be open in the fall of 2019
- The Discover Wisconsin Show will have its official airing on April 20, 2019. A preview will be held on April 8, 2019 at the Al. Ringling Theater
- A Diversity Committee is being formed as there are still several issues throughout the area.
- The High School senior class went to Skokie, IL to visit the Holocaust Museum.
- There is also a new story on Buzfeed regarding the photo incident from last fall.

b. Updates from Plan Commission and Council

Mayor Palm spoke on the following items:

- The Planning Commission did not meet last month.
- The City did a re-zoning approval for 52 acres from Agriculture to Planned Industrial Business
- The City has been finishing the CLOSE program application
- Al. Ringling Brewing has submitted a grant application for funding.
- The Devil's Lake Interpretive Center had approximately 65 people attend their meeting

c. Update from economic development partners and collaborators

- Dr. Ayar indicated the University has been looking at 2 new programs through UW Platteville
- Ms. Platt-Gibson indicated that the cancer center has had patients from 82 different zip codes. The Hospital is looking at rural mental health issues in cooperation with the City of Reedsburg.
- Mr. Taylor indicated that the delinquency rate at the Bank is extremely low.
- Mr. Johnson indicated that the milk market is improving
- Ms. Umhoefer indicated that the Luther College Cathedral Choir will be at the AL. Ringling Theater as part of a fund raiser
- Mr. Bingle indicated that the renovations at the ICF are going well. All the trails are open at Mirror Lake and Devil's Lake State Parks. He is also resigning from the Board as he is relocating out of the area to pursue his Graduate Degree
- Mr. Reppen indicated that Servo is doing well
- Ms. Wastlund indicated that the CDA is working on its Strategic Plan
- Mayor Palm indicated that they are filming across the state on the issue of pothole and he has been asked to be part of the production
- Mr. Bowers indicated that the Village of West Baraboo Plan Commission is taking comments on a proposed homeless shelter in the village.

d. Consideration of development of a strategic plan for BEDC

i. Ad Hoc Committee on Eastside Corridor Study

Mr. Alt indicated that no comments have been received as a result of the Eastside Plan being distributed to the area residents.

ii. Ad Hoc Committee on Business Walk

No updates on the prior Business Walk

VII. New Business

a. Discussion of Business Walk for 2020.

Staff indicated that if BEDC would like to schedule a second Business Walk for 2020 that we should indicate that soon. Staff will begin to coordinate the process.

VIII. Update Partner Presentation Schedule

Speakers will be scheduled for every other month. The next speaker will be the Sauk County Sheriff. Other speakers will be regarding agriculture and water resources

IX. Commissioner and City Staff comments

Ms. Wastlund asked on how resident are being informed regarding BEDC activities.
Mr. Bowers indicated that the High School has its own Food Pantry.

X. Adjournment

Motion to adjourn the meeting was made at 7:10 pm.
Bingle (1); Wastlund (2)

Aye: All via voice vote
Nay: None

BID Parking Committee Meeting Minutes**Date: 3-14-2019**

Location: The Jewelers Edge

Members in Attendance: Sarah Fay, Sheila Byberg

The meeting was called to order at 9:40am and noted compliance with the Open Meeting law

Meeting Minutes:

Moved by Byberg, seconded by Fay and unanimously carried to approve the minutes from last meeting

Agenda: Moved by Byberg, seconded by Fay and unanimously carried to approve the agenda as presented

- I. Review budget and spending to be done in 2019
- II. RFP for weed removal
 - a. Landscape Techniques
 - b. Red Shed
 - c. Gatehouse Gardens
 - d. Others?

A motion to adjourn was made by Byberg, seconded by Fay. Meeting adjourned at 10:50am

Copies of these meeting minutes are on file in the Clerk's office:

UW Campus Comm.	03-21-19	Baraboo District Ambulance	02-27-19
Park & Recreation	03-18-19	CDA	04-02-19
Friends of the Library	04-02-19, 04-10-19		

Petitions and Correspondence Being Referred – None.**ADJOURNMENT**

Moved by Ellington, seconded by Sloan, and carried on voice vote, that the meeting adjourn at 7:26pm.

Brenda Zeman, City Clerk

RESOLUTION NO. 2019 -

Dated: May 14, 2019

The City of Baraboo, Wisconsin

<i>Background:</i>
Fiscal Note: (Check one) [] Not Required [] Budgeted Expenditure [] Not Budgeted
<i>Comments</i>

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Accounts Payable, in the amount of \$ _____ as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Offered By: Consent

Approved by Mayor: _____

Motion:

Second:

Certified by City Clerk: _____

RESOLUTION NO. 2019 -

Dated: May 14, 2019

The City of Baraboo, Wisconsin*Background:*

Fiscal Note: (Check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments

Resolved, by the Common Council of the City of Baraboo, confirms the Mayor's appointments as follows:

THAT, Tim Stieve and Joel Petty be re-appointed to the Baraboo District Ambulance Commission serving until April 20, 2021.

THAT, Phillip Zolper be appointed to the Library Board to fill the unexpired term of Jennifer Watts serving until June 30, 2020.

Offered By: Consent
Motion:
Second:

Approved by Mayor: _____
Certified by City Clerk: _____

RESOLUTION NO. 2019

Dated: May 14, 2019

The City of Baraboo, Wisconsin

Background The City of Baraboo allows a maximum of two dogs per household. Additional dogs are allowed only if the Common Council grants a special exemption that is based on “either a change in household circumstances or a need for an additional animal due to a disability in the household.” §12.13(14)(b), Baraboo Municipal Code.

Sally Wehler of 1801 Birch Street has requested the Common Council grant her a special exemption to be able to keep three dogs in her residence. According to Sally, she inherited her mother’s dog after her mother passed away last April. She is also requesting a special exemption because it is a temporary situation as one of the dogs is very ill. The Administrative Committee reviewed this request and unanimously recommended the Common Council grant a special exemption allowing three dogs in the residence of Sally Wehler. .

Note: (✓one) [x] Not Required [] Budgeted Expenditure [] Not Budgeted
Comments:

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Baraboo, Sauk County, Wisconsin, that:

The Common Council grants a special exemption to Sally Wehler allowing her to keep three dogs in her residence until one of the three dogs passes, after which time she will be allowed to keep no more than two dogs in her residence. The exemption also requires Ms. Wehler to remain in compliance with §12.12(12) of the Baraboo Municipal Code for the duration of the time the three dogs are kept in the residence.

Offered by: Administrative Committee
Motion:
Second:

Approved: _____
Attest: _____

Wisconsin Department of Employee Trust Funds

**EXISTING EMPLOYER UPDATE RESOLUTION
WISCONSIN PUBLIC EMPLOYERS' GROUP HEALTH INSURANCE PROGRAM**

RESOLVED, by the _____ of the _____
(Governing Body) (Employer Legal Name)

that pursuant to the provisions of Wis. Stat. § 40.51 (7) hereby determines to continue in the Wisconsin Public Employers (WPE) Group Health Insurance program that is offered to eligible personnel through the program of the State of Wisconsin Group Insurance Board (Board), and agrees to abide by the terms of the program as set forth in the *Local Employer Health Insurance Standards, Guidelines and Administration Manual (ET-1144)*.

We will continue to participate in the program option in which we are currently enrolled. If we wish to elect a new program option for 2020 we will file a separate resolution to do so.

All participants in the WPE Group Health Insurance program need to be enrolled in a program option. Individual employees cannot choose between program options.

The resolution must be received by the Department of Employee Trust Funds as soon as possible, but no later than October 1, in order to continue participation without lapse. If more time is needed, contact ETF.

The proper officers are herewith authorized and directed to take all actions and make salary deductions for premiums and submit payments required by the Board to provide such Group Health Insurance.

Certification

I hereby certify that the foregoing resolution is a true, correct and complete copy of the resolution duly and regularly passed by the above governing body on the ____ day of _____, year ____ and that said resolution has not been repealed or amended, and is now in full force and effect.

Dated this ____ day of _____, year ____.

I understand that Wis. Stat. § 943.395 provides criminal penalties for knowingly making false or fraudulent statements, and hereby certify that, to the best of my knowledge and belief, the above information is true and correct.

Federal tax identification number (FEIN/TIN)

Authorized employer representative signature

69-036-

ETF employer identification number

Authorized employer representative printed name

Number of eligible employees _____

Authorized representative title

Employer county

Employer benefit contact email address

Mailing address

Submit completed form to ETF at ETFSMBESSNewEmployer@eff.wi.gov
or fax to 608-267-4549.



STATE OF WISCONSIN
Department of Employee Trust Funds
Robert J. Conlin
SECRETARY

Wisconsin Department
of Employee Trust Funds
PO Box 7931
Madison WI 53707-7931
1-877-533-5020 (toll free)
Fax 608-267-4549
etf.wi.gov

March 15, 2019

To whom it may concern,

The Department of Employee Trust Funds is writing to inform you of a change that requires you, the governing body of your municipality (Board), to sign and submit an updated resolution to participate in the Wisconsin Public Employers group health insurance program (WPE-GHIP). This will not change the WPE-GHIP that is offered to your employees and retirees. **Please sign and return the attached resolution as soon as possible and no later than October 1, 2019 to continue participation in the WPE-GHIP.**

The reasons for the need of this new resolution are as follows:

1. ETF has created one reference source for the WPE-GHIP. Previously, information was provided in a variety of publications such as: the *Local Health Insurance Employer Administration Manual* (ET-1144), the contract between the Group Insurance Board and the participating health insurance providers (ET-1136) and several employer bulletins. These resources are now combined into the *Local Employer Health Insurance Standards, Guidelines and Administration Manual* (ET-1144).
2. The original resolution the Board signed stated that the Board agreed to abide by the terms of the program set forth in the contract between the Group Insurance Board and the participating health insurance providers. With the movement of those contract provisions to this new employer manual (ET-1144), that resolution is no longer accurate.

Contract provisions that were moved into this employer manual were not materially changed. Signing this agreement does not bind the Board into any new or substantially revised provisions that haven't already been communicated or implemented. The change was motivated by ETF's strategic initiative to provide an improved experience for administrative staff.

If you have questions or comments, please contact ETF at ETF SMBEmployerInsurance@etf.wi.gov or 1-877-533-5020 select option 2 (toll free) or 1-608-266-3285 select option 2 (local Madison area).

Sincerely,

The Department of Employee Trust Funds
Attachment: Resolution ET-1169

RESOLUTION NO. 2019 -

Dated: May 14, 2019

The City of Baraboo, Wisconsin

Background: The City recently issued an RFP for Asbestos Abatement prior to the demolition of the existing commercial buildings at 325 Lynn Street. Proposals were received from 2 firms with the results as follows:

Dirty Ducts Cleaning Environmental & Insulation	\$10,885
Robinson Brothers Environmental, Inc.	\$25,835

The Public Safety Committee reviewed these Proposals at their April 29th meeting and recommended award of this Proposal to the low bidder.

This was not a budgeted expense so there will be a budget amendment to cover the cost of asbestos abatement. The Public Works Dept. will self-perform building demolition.

Fiscal Note: (Check one) ☐ **Not Required** ☐ **Budgeted Expenditure** ☒ **Not Budgeted**
Comments

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the Proposal for Asbestos Abatement at 314 Depot Street from Dirty Ducts Cleaning and Environmental, Inc., in the amount of \$10,855.00, is hereby accepted and all other bids are rejected.

Offered by: Public Safety

Approved by Mayor: _____

Motion:

Second:

Certified by City Clerk: _____

The City of Baraboo, Wisconsin

Background: This is a resolution to accept an existing private shared driveway as a public alley right-of-way. Currently, there is an apparent alley between Elizabeth and Camp Street that extends from 2nd Street to 4th Street. The apparent alley is technically a shared driveway for the seventeen properties abutting it. Despite the lack of a public right-of-way, the apparent alley has been plowed and maintained by the City and used for regular refuse and recycling collection. The owners of the underlying property have all signed Quit Claim Deeds for a 20-foot wide alley right-of-way, centered about the existing pavement, to the City at no cost. The entire alley is in poor shape and would have been scheduled for reconstruction in the last couple of years had it not been for the lack of official right-of-way. If the City agrees to accept the alley right-of-way, it could be scheduled for a future alley reconstruction projects.

This resolution officially accepts the seventeen Quit Claim Deed conveying the alley pursuant to Wis. Stat. § 62.23, and accepts the seventeen Quit Claim Deeds from the current property owners to the City for alley purposes.

Fiscal Note: (check one) ☒ **Not Required** ☐ **Budgeted Expenditure** ☐ **Not Budgeted**
Comments: Requires two-thirds affirmative vote to approve action.

A Resolution accepting the dedication of an alley right of way.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

The City hereby declares the alley as described below as a public alley and hereby accepts the Quit Claim Deeds from seventeen adjoining property owners to the City.

Legal Description for Public Alley
(From 2nd to 4th Street between Elizabeth and Camp Streets)

A 20-foot wide strip of land located in the SE 1/4 of the SW 1/4 of Section 36, T12N, R6E, in the City of Baraboo, Sauk County, Wisconsin, centered about the line described as follows:

Commencing 137.5 feet west of the southeast corner of Lot 12 of Block 1 of Litchfield's Addition to the City of Baraboo, thence north approximately 594 feet to a point on the north line of Lot 20 of Block 1 of Litchfield's Addition to the City of Baraboo 138 feet west of the northeast corner of said Lot 20.

Offered by: Public Safety Comm.
Motion:
Second:

Approved: _____
Attest: _____

RESOLUTION NO.

Dated: May 14, 2019

The City of Baraboo, Wisconsin

Background: Automatic aid is when two fire departments are dispatched simultaneously to an incident call. In the case of this resolution and agreement, Baraboo and Delton Fire Departments would be dispatched on auto aid to structure fires only and specific apparatus would respond to specific parts of respective departments' response areas. For example, in the City of Baraboo, Delton Fire would be automatically dispatch with an Engine to respond. And in the rural area of both departments' response areas, one Tender responds. This agreement enhances the responses to structure fires, either through additional water responding in the rural area or personnel in the municipal areas. This was one of the recommendations of the Fire Department Operations Study. This Automatic Aid agreement further enhances the collaboration between departments as well.

Fiscal Note: (☒ one) ☐ Not Required ☒ Budgeted Expenditure ☐ Not Budgeted
Comments

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT, the Mayor and City Clerk are authorized to sign the Agreement for Automatic Assistance City of Baraboo Fire Department and Delton Fire Department.

FURTHER, the Mayor and City Clerk are authorized to sign the corresponding Memorandum of Understanding for Automatic Assistance between City of Baraboo Fire Department and Delton Fire Department.

Offered by: Public Safety**Motion:****Second:****Approved:** _____**Attest:** _____

AGREEMENT FOR AUTOMATIC ASSISTANCE
CITY OF BARABOO FIRE DEPARTMENT AND DELTON FIRE DEPARTMENT

THIS AGREEMENT FOR AUTOMATIC ASSISTANCE ("Agreement") is entered into by and between the City of Baraboo, with a mailing address of 101 South Blvd., Baraboo, WI 53913, and the Delton Fire Department, with a mailing address of 45 Miller Drive, Baraboo, WI 53913, both of which are Wisconsin municipal corporations, and each acting herein through their duly authorized officials. The City of Baraboo and the Delton Fire Department may hereafter referred to as collectively as "the Parties" or singularly as a "Party."

WITNESSETH:

WHEREAS the Parties desire to secure for each entity the benefits of assistance in the protection of life and property from fire;

NOW, THEREFORE, for the mutual consideration contained herein, it is agreed by the Parties as follows:

1. In consideration for each Party's automatic assistance to the other upon the occurrence of a reported structure fire in any portion of the designated area where this Agreement is in effect, a predetermined number of firefighting equipment or personnel of both Parties shall be dispatched to such point where the structure fire exists in order to assist in the protection of life and property subject to the conditions hereinafter stated. For the purpose of this Agreement, "emergency condition" shall include any condition requiring fire protection. This Agreement shall be in effect for a term of one year from the date of full execution and shall automatically renew for successive one year terms, with the Parties agreeing to review this agreement ~~a minimum of once every three years~~ annually, with the review by the City of Baraboo to be conducted by the Public Safety Committee, to ensure the Agreement continues to meet the needs of the parties and is legally sufficient.
2. Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted have been developed by the Chief of the City of Baraboo Fire Department and the Chief of the Delton Fire Department. These details are stipulated in a Memorandum of Understanding for Automatic Assistance signed by the Chiefs of both departments which is hereby incorporated by reference as attached document Exhibit A. ~~By authority granted to the Fire Chiefs by their authorized officials under this Agreement, the said Memorandum of Understanding may be revised or amended at any time by mutual written agreement of the Fire Chiefs as conditions may warrant. However, as~~ to any mutual assistance between the Parties arising out of the occurrence of an emergency condition and/or hazardous situations in the areas described in the Memorandum of Understanding, the conditions and obligations of this Agreement shall take precedence over the conditions and obligations of said Memorandum of Understanding.
3. Any dispatch of equipment and personnel pursuant to this Agreement shall be sent, unless such amount of assistance is unavailable due to conditions and/or situations outside the control of the responding Fire Department at the time of need for assistance under this Agreement. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the responding department. The judgment of the

Fire Chief or the Fire Chief's designee shall be final as to the personnel and equipment available to render aid. The responding department shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or the Fire Chief's designee, provided that the withdrawing department notifies the Officer in charge of the scene, to the extent reasonably possible, of the withdrawal of such aid and the extent of the withdrawal.

4. Each Party to this Agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. However, this waiver shall not apply to those cases in which the claim results from the willful or reckless misconduct or negligence by a Party hereto or its personnel.
5. Neither Party shall be reimbursed by the other for costs incurred pursuant to this Agreement. Personnel who are assigned, designated or ordered by their Fire Chief or the Fire Chief's designee to perform duties, pursuant to this Agreement, shall receive the same salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered for the entity where he or she is regularly employed. Moreover, all medical expenses; wage and disability payments; pension payments; damage to equipment and clothing; and expenses of travel, food, and lodging shall be paid by the entity in which the employee in question is regularly employed. Any expenses or costs which are recoverable from a third party and/or the responsible party shall be equitably distributed between the two fire departments. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing state and federal laws.
6. It is understood by the Parties that when a fire department responds to another fire department by dispatching equipment and/or personnel under this Agreement, such aid is not intended to create any employer-employee relationship between the Parties. Rather, the intent is to secure for themselves and the citizens of their respective communities the advantages of mutual aid under the terms of this Agreement. All equipment of the individual respective fire departments shall remain the possession of the individual respective fire departments while carrying out this Agreement; and all personnel acting for the individual respective fire department under this Agreement shall remain personnel of their individual respective fire department where they are regularly employed.
7. At all times while equipment and personnel of either Party's fire department are traveling to, from, or within the geographical limits of the other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.
8. In the event that any individual performing duties subject to this Agreement shall be named as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed and within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed. However, in situations where a Party may be liable, in whole

or in part, for the payment of damages then the non-labile Party may intervene naming the liable party in such action to protect its interests.

9. It is agreed by and between the Parties hereto that any Party hereto shall have the right to terminate this Agreement without cause upon ninety (90)-calendar days written notice to the other Party hereto.
10. The Parties hereto shall procure and maintain, at their sole cost and expense, insurance coverage, including comprehensive liability, personal injury, property damage, auto liability, worker's compensation with minimum limits of \$1,000,000 combined single limit general liability and professional liability insurance. No Party shall have any obligation to provide or extend insurance coverage to any other Party hereto or its personnel.
11. Rendering assistance shall not be mandatory and the responding fire department may refuse assistance if local conditions prohibit a response, as determined by the responding fire department. No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a Party hereto, its duly authorized agents and personnel, for failure or refusal to render assistance. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.
12. Each party agrees that if legal action is brought under this Agreement, exclusive venue shall lie in Sauk County, Wisconsin
14. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as is such invalid, illegal, or unenforceable provision had never been contained herein.
15. This Agreement may not be modified or assigned without the prior written consent of the Parties hereto.
16. All notices hereunder shall be in writing and shall be personally, by registered mail or certified mail return receipt requested delivered to the parties at such addresses as may be designated from time to time by the respective fire department.
17. Effective date of this Agreement shall be as of the date of final execution hereto.

EXECUTED by the City of Baraboo and the Delton Fire Department, each respective governmental entity acting by and through its duly authorized officials on the date herein below specified.

(SIGNATURE PAGE TO FOLLOW)

DELTON FIRE DEPARTMENT

Signature: _____
Print: _____
Title: _____

Date: _____

Signature: _____
Print: _____
Title: _____

Date: _____

CITY OF BARABOO

By: _____
Mike Palm, Mayor

Date: _____

By: _____
Brenda Zeman, City Clerk

Date: _____

Approved as to Form:

Emily Truman, City Attorney

S:\Administration\Attorney\Agreements and Contracts\Auto Aid Agreement – Baraboo and Delton 5-6-19.docx

MEMORANDUM OF UNDERSTANDING FOR AUTOMATIC ASSISTANCE BETWEEN THE CITY OF BARABOO FIRE DEPARTMENT AND THE DELTON FIRE DEPARTMENT

This Memorandum of Understanding ("MOU") is authorized by the City of Baraboo and the Delton Fire Department. The purpose of this MOU is to outline the procedures for implementing an Automatic Assistance response between the City of Baraboo Fire Department, hereinafter referred to as "City of Baraboo" and the Lake Delton Fire Department, hereinafter referred to as "Delton Fire." The City of Baraboo and Delton Fire may also be referred to herein as a "Department." This Memorandum of Understanding is a supplement to the Agreement for Automatic Assistance. In the event this MOU conflicts with the Agreement for Automatic Assistance, the Agreement for Automatic Assistance shall be controlling.

Terms

The terms and conditions of this MOU shall run simultaneous with the terms and conditions of the Agreement for Automatic Assistance, and shall terminate automatically upon the termination of the Agreement for Automatic Assistance.

Amount and Time of Assistance

This MOU is for the exchange of fire service. Fire apparatus will respond to all reported structure fires as soon as notified by the joint dispatch center, except as otherwise provided herein, or by the terms of the Agreement for Automatic Assistance.

The "structure fire" definition for this document is a report of fire or smoke affecting a building.

Response Areas and Apparatus Provisions

The geographical areas served by this Memorandum of Understanding are as follows:

The Delton Fire Department will provide the following apparatus to Baraboo Fire Department for structure fire response:

- ☐ One Tender for all non-hydrant areas of the Baraboo Fire Protection Service Area (Towns of Baraboo, Fairfield, Greenfield and part of Sumpter)
- ☐ One Engine for the City of Baraboo and Village of West Baraboo

The Baraboo Fire Department will provide the following apparatus to Delton Fire Department for structure fire response:

- ☐ One Tender for all non-hydrant areas of the Delton Fire Protection Service Area (Towns of Delton and Dellona)
- ☐ One Engine for the Village of Lake Delton
- ☐ One Engine Ho-Chunk Casino & Convention Center
- ☐ One Engine for the Baraboo-Wisconsin Dells Regional Airport

Minimum personnel staffing for Engines shall be four (4) personnel and for Tenders one (1). Minimum training standards shall be Entry Level Firefighter for all personnel responding and ICS knowledge for Chiefs responding.

Limitations

If the agreed upon response from either Department is not available or is temporarily depleted, the assisting department need not respond. However, if a fill-in company is in quarters at a fire station that is part of this Agreement, that company will respond. If the response is not available, the other party will be notified immediately.

Training

Joint annual training between the City of Baraboo and Delton Fire shall be conducted in a manner that will be beneficial to maintain coordination in firefighting procedures and operations between the two Departments. This training will be coordinated by the respective Fire Chiefs.

Communications

Communications for both Departments will be via the Sauk County Communication Center for the initial dispatch of incidents. Information will be inputted into Computer Aided Dispatch System in Communications Center for area covered by agreement. Both Departments shall be activated simultaneously upon receipt of the call for defined structure fire.

Communications procedures shall be consistent with those adopted by the Sauk County Fire Chiefs Association and documents will be provided at the initial training session and updated as needed thereafter. Maintenance and replacement of radios will be the responsibility of the Department that owns the radios.

Dispatch to Alarms

Upon receipt of a fire alarm in any of the designated response areas, the respective Department is dispatched to location. The first arriving-officer on scene of a working fire shall notify the Sauk County Communications Center to send the appropriate agency for Working Still (automatic aid department) to the scene as soon as a working fire is confirmed.

Incident Command

The highest ranking officer from the first arriving company will establish command of the incident until relieved by the appropriate authority. The Department of the jurisdiction in which the incident occurs shall, upon arrival at the scene, communicate with the initial Incident Commander for a situational update and then assume command of the incident thereafter.

Fire Incident Reporting

Each Department will be responsible for obtaining needed information to complete fire service reports for incidents within their respective jurisdictions. Units assisting in the incident shall cooperate with the agency in charge to provide any necessary information. Fire investigations are the responsibility of the respective jurisdictions and responding agencies will cooperate in the investigation.

Revisions

This MOU may be revised or amended at any time by mutual agreement of the ~~Parties Fire Chief of the City of Baraboo and the Fire Chief of Lake Delton Fire Department as authorized,~~ under the Agreement for Automatic Assistance, by their respective governing bodies.

DELTON FIRE DEPARTMENT

Signature: _____ Date: _____

Print: _____

Title: _____

Signature: _____ Date: _____

Print: _____

Title: _____

CITY OF BARABOO

By: _____ Date: _____

Mike Palm, Mayor

By: _____ Date: _____

Brenda Zeman, City Clerk

Approved as to Form:

Emily Truman, City Attorney

By: _____ Date: _____

Kevin G. Stieve

Fire Chief — City of Baraboo Fire Department

By: _____ Date: _____

Darren Jorgenson

Fire Chief — Lake Delton Fire Department

RESOLUTION NO.

Dated: May 14, 2019

The City of Baraboo, Wisconsin

Background. Several years ago, the Baraboo Public Library and the First United Methodist Church of Baraboo entered into an Option Agreement where the Church granted the Library the option to purchase land owned by the Church for the purpose of the library expansion. This land is immediately adjacent to property already owned by the City of Baraboo (the Dane County Title Company parcel and the Library parcel).

The Library Board's Building Committee, with pending final approval by the full Library Board, has elected to move forward with the option to purchase and has made an offer to buy the land for \$45,000, with the money coming from the Library's Building Fund, in exchange for the Church being able to continue to use the garage and store snow on part of the land. The Church has provisionally accepted this offer.

Because the land being purchased is only *part* of a parcel, and not an *entire* parcel, for titling purposes the partial lot will need to be titled in the name of the landowner immediately adjacent to the lot that is being split which, in this case, is the City of Baraboo. As such, although the City is not paying for the land, the City will need to be the entity purchasing the land and the entity in which the land will be titled.

Budgeting Note: ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments: *The money to buy the land will be coming from the Library's Building Fund*

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

WHEREAS, several years ago, the Baraboo Public Library ("Library") and the First United Methodist Church ("Church") of Baraboo entered into an Option Agreement allowing the Library the option of purchasing land owned by the Church for the purposes of library expansion, with the following legal description, THE WESTERLY 30' OF LOT 10, BLOCK 21, CITY OF BARABOO, FORMERLY KNOWN AS ADAMS, SAUK COUNTY, WISCONSIN ("Property"), and

WHEREAS, after recent negotiations between the Library and the Church, the Church has agreed to sell the Property to the Library for the amount of \$45,000.00, contingent only upon being allowed to continue to use the garage currently located on the Property and being allowed to store snow on the Property, and

WHEREAS, the Property being sold is a part of a City parcel and not an entire parcel, and therefore can only be owned by an adjacent land owner which, in this case, is the City of Baraboo, and

WHEREAS, the money for the purchase of the Property will come from the Library's Building Fund and will not have a fiscal impact on the City of Baraboo.

NOW, THEREFORE, be it resolved by the Common Council of the City of Baraboo, Sauk County, Wisconsin, that contingent upon the Library Board approving the Offer to Purchase the Property, the City will submit an Offer to Purchase the Property to the Church and, should the Church accept the Offer to Purchase, the payment shall come from the Library's Building Fund and the land shall be titled in the name of the City of Baraboo.

Offered by: Finance/Personnel Comm.

Motion:

Second:

Approved: _____

Attest: _____

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** May 10, 2019 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**
3 **GENERAL PROVISIONS** The Buyer, Baraboo, City of
4 _____, offers to purchase the Property
5 known as [Street Address] a portion of 214 2nd Avenue (see Attached Addendum A)
6 in the City Baraboo of Baraboo, County of Sauk, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
8 ■ **PURCHASE PRICE:** Forty-five thousand dollars and zero cents
9 _____ Dollars (\$ 45,000.00).
10 ■ **EARNEST MONEY** of \$ N/A accompanies this Offer and earnest money of \$ N/A
11 will be mailed, or commercially or personally delivered within N/A days of acceptance to listing broker or
12 N/A.
13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: See Attached Addendum A -
16 Agreement of Purchase and Sale
17 _____
18 ■ **NOT INCLUDED IN PURCHASE PRICE:** See Attached Addendum A - Agreement of Purchase and Sale
19 _____
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**
22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**
24 ■ **ZONING:** Seller represents that the Property is zoned: B-1.
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before 4:30 p.m. CST on _____, 2019. ~~Seller may keep the Property on the~~
31 ~~market and accept secondary offers after binding acceptance of this Offer.~~
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.
36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.
40 Seller's recipient for delivery (optional): Richard Orton, Church Trustee
41 Buyer's recipient for delivery (optional): Jessica Bergin, Library Director
42 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (☐) _____ Buyer: (☐) _____
44 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.
47 ☐ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49 Delivery address for Seller: _____
50 Delivery address for Buyer: _____
51 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
55 E-Mail address for Seller (optional): _____
56 E-Mail address for Buyer (optional): jbergin@cityofbaraboo.com
57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated N/A, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and see Attached Addendum A - Agreement of Purchase and Sale

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH:** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
- 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
- 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
- 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
- 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
- 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
- 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
- 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
- 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
- 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
- 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

189 **IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.**

190 ☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
202 ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**
212 **Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan**
213 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
214 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**
215 **unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**
217 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**
218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**
219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**
244 **deadlines provide adequate time for performance.**

DEFINITIONS CONTINUED FROM PAGE 3

- 245 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
246 closed/abandoned according to applicable regulations.
- 247 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
248 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
249 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
250 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
251 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 252 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
253 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
254 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 255 q. Lack of legal vehicular access to the Property from public roads.
- 256 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
257 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
258 a part of Property by non-owners, other than recorded utility easements.
- 259 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
260 impose assessments against the real property located within the district.
- 261 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 262 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
263 Property, or proposed or pending special assessments.
- 264 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 265 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 266 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 267 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 268 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
269 injuries or disease in livestock on the Property or neighboring properties.
- 270 aa. Existing or abandoned manure storage facilities on the Property.
- 271 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
272 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 273 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
274 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
275 (see lines 139-145).
- 276 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
277 charge or the payment of a use-value conversion charge has been deferred.
- 278 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
279 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
280 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
281 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
282 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
283 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
284 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
285 closing, expire at midnight of that day.
- 286 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
287 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
288 significantly shorten or adversely affect the expected normal life of the premises.
- 289 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
290 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
291 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
292 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
293 docks/piers on permanent foundations.
- 294 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 295 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

PROPERTY DEVELOPMENT WARNING

297 If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 ☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
307 _____
308 _____
309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 ☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 ☐ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK
327 ALL THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank;
328 ☐ other: _____.

329 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE
330 ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 ☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____
337 _____.

338 ☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: ☐ electricity _____;
341 ☐ gas _____; ☐ sewer _____; ☐ water _____;
342 ☐ telephone _____; ☐ cable _____; ☐ other _____.

343 ☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 ☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
347 neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐
348 occupancy permit; ☐ other _____ CHECK ALL THAT APPLY, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____

357 [STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
 366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
 367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
 369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
 372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
 373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
 375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
 376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
 378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
 379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
 380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
 381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
 382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
 384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
 385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
 386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
 388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
 389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
 390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
 391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
 392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
 393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
 394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
 395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
 397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
 398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
 399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
 400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
 401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
 403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: ~~(1) earnest money payment(s);~~ (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
413 Offer except: _____.

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and see Attached Addendum A - Agreement of Sale and
424 Purchase

425 _____
426 _____
427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE:** ~~Seller~~ shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. ~~Seller~~ shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ~~■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).~~

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within 10 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding 10 days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
453 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
454 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
455 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
456 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
457 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** At lines 429-430, "Seller" shall be replaced by "Buyer."
459 _____
460 _____
461 _____
462 _____
463 _____
464 _____

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
467 defaulting party to liability for damages or other legal remedies.

468 If Buyer defaults, Seller may:

469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
471 actual damages.

472 If Seller defaults, Buyer may:

473 (1) sue for specific performance; or
474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 to the Wisconsin Department of Natural Resources.

503 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
 504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
 505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
 506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
 508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
 509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
 510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
 512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
 514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
 517 Buyer had actual knowledge or written notice before signing this Offer.

518 ■ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
 519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
 520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
 521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
 522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
 523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
 524 or (b) Seller does not timely deliver the written notice of election to cure.

525 ☒ **ADDENDA:** The attached Addendum A - Agreement of Sale and Purchase is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

527 _____
 528 _____
 529 _____
 530 _____
 531 _____
 532 _____
 533 _____
 534 _____

535 This Offer was drafted by [Licensee and Firm] Emily Truman, Baraboo City Attorney

536 _____ on May 10, 2019

537 (x) _____
 538 Buyer's Signature ▲ Print Name Here ► Date ▲

539 (x) _____
 540 Buyer's Signature ▲ Print Name Here ► Date ▲

541 ~~**EARNEST MONEY RECEIPT**~~ Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (by) _____

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
 544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**
 545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) _____
 547 Seller's Signature ▲ Print Name Here ► Date ▲

548 (x) _____
 549 Seller's Signature ▲ Print Name Here ► Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____

551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM A
AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("AGREEMENT") is entered into as of the date set forth below by and between the **CITY OF BARABOO**, with a mailing address of 101 South Blvd., Baraboo, WI 53913 ("BUYER") and the **FIRST UNITED METHODIST CHURCH**, with a mailing address of 615 Broadway Street, Baraboo, WI 53913 ("SELLER"). The Buyer and the Seller may be singularly referred to herein as a party or jointly as the parties.

WHEREAS, the Seller hereby offers to sell and the Buyer hereby agrees to purchase the following described real estate on the terms and conditions set forth herein:

THE WESTERLY 30' OF LOT 10, BLOCK 21, CITY OF BARABOO, FORMERLY KNOWN
AS ADAMS, SAUK COUNTY, WISCONSIN,

Which is a part of tax parcel ID of 206-1398-00000 and has a site address of 214 4th Avenue, Baraboo, WI 53913 (herein referred to as the "PROPERTY").

NOW, THEREFORE, in consideration of the mutual consideration and mutual covenants hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Buyer and the Seller agree as follows:

1. Agreement. The Seller agrees to sell and convey to the Buyer, and the Buyer agrees to purchase from Seller, the real estate located in the City of Baraboo, Sauk County, Wisconsin, identified herein as the Property.
2. Purchase Price. The purchase price for the Property shall be \$45,000.00. The purchase price shall be paid in full by check at the time of closing.
3. Closing Documents. The Baraboo Public Library shall pay all costs associated with the sale including the cost of preparing the Offer to Purchase, title work (including title evidence), deed preparation and other costs associated with the transaction.
4. Warranty Deed. The Seller shall, upon payment of the purchase price, convey marketable title to the Property by warranty deed free and clear of all liens and encumbrances, except for any assessments not yet due, and subject to any utility easements of record. The conveyance by Seller to Buyer shall be by warranty deed.
5. Taxes. As both Seller and Buyer are tax exempt charitable organizations, no tax proration is required.
6. Occupancy. Occupancy and possession of the Property shall be given to the Buyer on the date of closing, subject to Paragraphs 7 and 8, below.

7. Storage Structure. Included in the sale of the Property is the storage structure located on the Property and currently used by the Seller ("GARAGE"), subject to the following terms and conditions:
- a. After the transfer of the property from the Seller to the Buyer, and to the fullest extent described herein, the Seller, and the Seller's employees, agents, members and volunteers, shall be allowed to access and use, at the Seller's sole discretion and at the times and in the capacity so desired by the Seller, the Garage.
 - b. In exchange for allowing the Seller continued access and use of the Garage, the Seller agrees to indemnify, defend and hold harmless the Buyer and the Baraboo Public Library, its officers, board members, employees, agents and volunteers, against any loss, liability, claim, damage and expense whatsoever arising out of or based upon the Seller's use of the Garage unless caused by the sole negligence of the Buyer.
 - c. The parties shall each be responsible for obtaining and maintaining an industry standard amount of insurance on the Garage to cover the extent of each party's potential liability as it pertains to the Garage under this Paragraph.
 - d. The Garage shall only be used by the Seller pursuant to this Paragraph in a lawful capacity, and must be in and remain compliant with all applicable City of Baraboo building codes, which shall be the responsibility of the Seller to ensure. Further, unless or until the rights described herein are terminated pursuant to subsection (e), below, the Buyer shall not be responsible for the upkeep, maintenance, replacement or repair of the Garage and all such responsibilities shall remain solely the duty of the Seller.
 - e. Each party shall have the right, with sixty (60) calendar days' notice to the other party, to terminate the rights granted by the Buyer to the Seller under this Paragraph. On or prior to the date of termination, the Seller shall have the option of claiming ownership of the Garage by removing the Garage from the Property, at the sole cost to the Seller, with the removal occurring on a date and time that is mutually agreeable to the parties. In the event the Garage remains on the Property after the date of termination, the Buyer shall have the right to use, remove or dispose of the Garage as the Buyer so chooses.
8. Snow Storage. After the transfer of the Property from the Seller to the Buyer, the Seller shall be allowed to store snow that accumulates on the Seller's property immediately adjacent and to the east of the Property, so long as the storage takes up no more than the first five feet (5') of the eastern part of the Property. From time to time as deemed necessary by the Buyer, such as during periods of construction on the Buyer's property adjacent to the Property, the Buyer may require the Seller to store the snow in another location; in such cases at least thirty (30) calendar days' notice shall be provided by the Buyer to the Seller. See attached Exhibit A, showing the location of the snow storage area.

9. Closing. Subject to the satisfaction of the contingencies contained herein, this transaction shall be closed at the Office of the City Attorney for the City of Baraboo, located at 101 South Broadway, Baraboo, WI 53913, on _____, 2019 at 9:30 a.m.
10. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties for the benefit of the Buyer, which are true as of the date of this Agreement (except as otherwise hereinafter provided) and which shall be true as of the closing date, and which shall survive the closing date:
- a. The Seller warrants and represents to the Buyer that as of the date of this Agreement, the Seller has no notice or knowledge of any condition affecting the Property or this transaction. A "condition affecting the Property or this transaction" is defined on Exhibit B, attached hereto and made a part hereof.
 - b. There are or will be no leases, sub-leases, tenancies, or occupancy agreements pertaining to or affecting the use or occupancy of the Property after the date of closing by any party other than Seller, except as provided in Paragraphs 7 and 8, above.
 - c. The Seller represent that no broker has been retained or brought about this purchase and sale transaction and Seller agree to indemnify, defend, and hold the Buyer harmless from and against any and all claims for brokerage commissions or services arising from any broker retained, hired, or utilized by Seller in connection with the Property. The Seller shall be solely responsible for the payment of any commission due any broker as a result of this transaction.
11. Contingencies and Termination. Within three (3) calendar days of the effective date of this Agreement, as defined by Paragraph 13(e), below, the Seller shall provide the Buyer with any and all documentation, agreements, and other information in the Seller's possession pertaining to the existence of any underground storage tanks, above ground storage tanks, asbestos or other hazardous materials on the Property. If the Buyer deems the information obtained by such documentation is unsatisfactory or unsuitable for any reason, in the Buyer's sole discretion, or if the Buyer for any other reason elects in its sole discretion not to proceed with the purchase and sale transaction contemplated herein, the Buyer may terminate this Agreement by notifying the Seller no less than seventy-two hours prior to the date and time of the closing.
12. Notice. As provided for herein, "notice" shall be deemed effective (i) upon personal delivery to the address as set forth above, or (ii) three (3) business days after having been sent by registered or certified mail, postage prepaid, return receipt requested, and addressed to the respective parties at their addresses set forth above.
13. Miscellaneous.

- a. The parties expressly acknowledge that this Agreement constitutes the entire Agreement of the parties hereto with respect to the purchase and sale of the Property and supersedes any prior arrangements or understanding between the parties with respect thereto, including the Option Agreement entered into by "the Baraboo Library Board, City of Baraboo" and the Seller on November 9, 2015. No other agreement, statement, or promise made by either party hereto which is not contained herein shall be binding or valid.
- b. The parties act in good faith and to use due diligence in completing the terms of the Agreement.
- c. The parties agree that a fully signed copy of this Agreement shall constitute an original.
- d. The parties agree that time shall be of the essence as to legal possession, occupancy, and date of closing.
- e. The parties agree that the execution of this Agreement shall constitute an Agreement by each party executing it to perform all responsibilities to that party as set forth herein. All representations and warranties of the parties contained herein shall be true and correct as if made on the closing.
- f. This Agreement may be modified or amended only in writing duly authorized and executed by the parties.
- g. This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of Wisconsin. The parties agree that the Sauk County Circuit Court shall have the sole and exclusive subject matter and personal jurisdiction over the parties in connection with any dispute between the parties arising under or pursuant to this Agreement.
- h. Neither party may assign this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- i. Each party will, whenever or as often as it shall be requested by the other party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents as may be necessary in order to carry out the terms and conditions of this Agreement and to complete the sale, conveyance, and transfer herein contemplated and shall do any and all other acts as may be requested in order to carry out the intent and purposes of this Agreement.
- j. Each person signing this Agreement on behalf of an entity represents and warrants that he/she is fully authorized to execute this Agreement on behalf of the entity on whose

behalf such individual has signed this Agreement, and that by signing this Agreement such entity shall be bound by the terms contained herein.

k. This Agreement shall be effective as of the date executed by Seller.

FIRST UNITED METHODIST CHURCH, SELLER

Signature: _____

Date: _____

Print: _____

Title: _____

Signature: _____

Date: _____

Print: _____

Title: _____

CITY OF BARABOO, BUYER

Signature: _____

Date: _____

Print: _____

Title: _____

Signature: _____

Date: _____

Print: _____

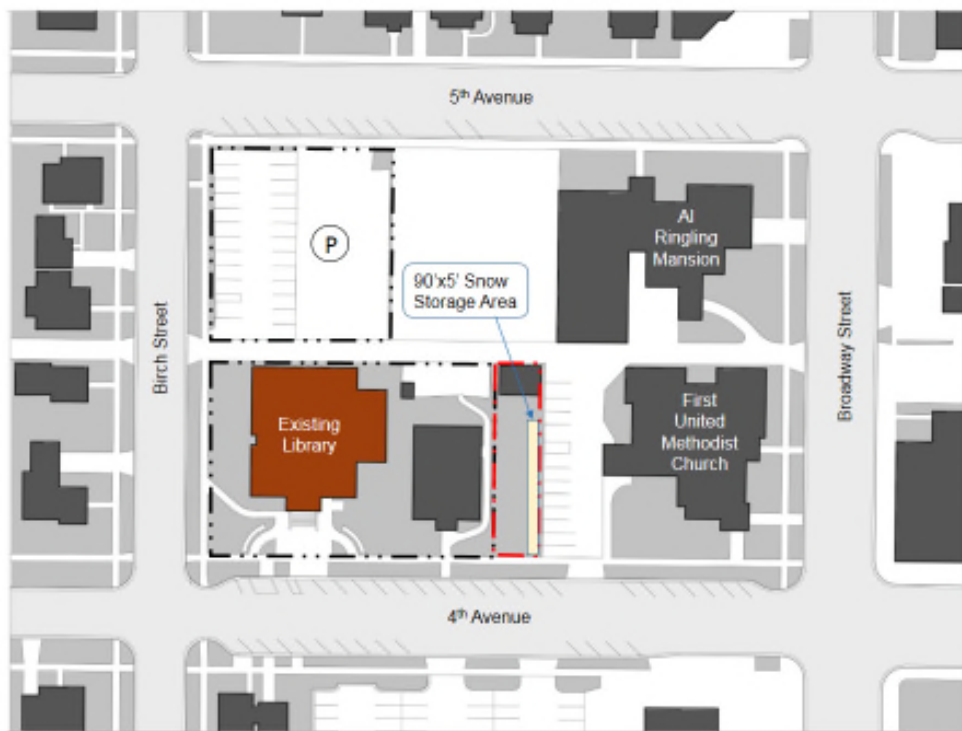
Title: _____

This document was drafted by:

Emily Truman, Baraboo City Attorney

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Exhibit A
MAP DEPICTING SNOW STORAGE LOCATION



(P) Library Parking

BARABOO
PUBLIC
LIBRARY
EXISTING SITE
DIAGRAM

Exhibit B
SELLER'S WARRANTIES OF CONDITIONS AFFECTING PROPERTY IN SALE TRANSACTION

A "condition affecting the Property or transaction" is defined as follows:

- (a) Planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property;
- (b) Government agency or court order requiring repair, alteration, or correction of any existing condition;
- (c) Completed or pending reassessment of the Property for property tax purposes;
- (d) Any land division involving the Property, for which required state or local approvals were not obtained;
- (e) Any portion of the Property being in a 100 year floodplain, a wetland or shoreland zoning area under local, state or federal regulations;
- (f) Any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve, or comparable program;
- (g) Boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;
- (h) Material violations of environmental rules or other rules or agreements regulating the use of the Property;
- (i) Conditions constituting a significant health or safety hazard for occupants of Property;
- (j) Underground storage tanks on the Property for storage of flammable or combustible liquids including, but not limited to, gasoline and heating oil; **note: Wisconsin Administrative Code, Chapter ILHR 10 contains registration and operation rules for such underground storage tanks.**
- (k) Underground storage tanks for storage of flammable or combustible liquids including, but not limited to, gasoline and heating oil, which were previously located on the Property;
- (l) High voltage electric (100 KV or greater) or steel natural gas transmission lines located on, but not directly serving the Property;
- (m) Wells on the Property required to be abandoned (Wis. Adm. Code NR 112.26). but which are not abandoned according to state regulations;
- (n) Cisterns or septic tanks on the Property which are currently not servicing the Property;
- (o) A lack of legal vehicular access to the Property from public roads;
- (p) Prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program (Wis. Stats. §94.73).

RESOLUTION NO. 2019-

Dated: May 14, 2019

The City of Baraboo, Wisconsin

Background: The City of Baraboo is planning to reconstruct Washington Avenue this year, from 4th Street to 8th Street. The project includes installing new storm sewer to provide additional capacity since that area is prone to periodic flooding during heavy rainfall events. To minimize the impact to the existing curb & gutter and sidewalk, installation on the Sauk County Agricultural Society's property (fairgrounds) along the east side of Washington Avenue would be the best location.

Staff has negotiated a mutually agreeable 25' x 1,013' (+/-) easement with the Sauk County Agricultural Society.

At their meeting on May 14, the Finance Committee unanimously recommended approval of this arrangement with the Sauk County Agricultural Society.

Fiscal Note: (check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That a 25-foot wide x 1,013-foot (+/-) permanent Storm Sewer Easement be obtained from the Sauk County Agricultural Society, Inc. in accordance with the attached Sanitary Easement and Exhibit and that the Mayor and City Clerk are hereby authorized to execute the corresponding documents.

Offered by: Finance Committee
Motion:
Second:

Approved: _____
Attest: _____

**Permanent and Perpetual
Storm Sewer Easement**

Document Title

Document Number

THIS EASEMENT GRANT is made and executed effective the date set forth below by the undersigned Grantors, the Sauk County Agricultural Society, Inc., hereinafter referred to as "Grantor."

For good, valuable, and fair consideration, the receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys, free and clear of all liens and encumbrances, to the City of Baraboo, Wisconsin, a Wisconsin municipal corporation, its successors and assigns, hereinafter referred to as "City," a 25-foot wide permanent and perpetual right-of-way and storm sewer easement in, upon, under, across, and through the real estate situated in NE 1/4 of the SE 1/4 of Section 36, T12N, R6E in the City of Baraboo, Sauk County, Wisconsin shown on Exhibit 1 and described as follows:

Commencing at the East 1/4 corner of Section 36, T12N, R6E; thence west along the North line of the SE 1/4 of said Section 36, 1616.58 feet; thence south along the east line of Washington Avenue 380' to the point of beginning; thence continuing south along the east line of Washington Avenue 1013.5 feet to the North line of 4th Street; thence east along the North line of 4th Street, 25 feet; thence north, parallel to the east line of Washington Avenue, 1013.5 feet; then west 25 feet to the point of beginning;

Except the following:

Commencing at the intersection of the north line of 5th Street and the east line of Washington Avenue; thence east 25 feet; thence north 30 feet; thence west 25 feet to the east line of Washington Avenue; thence south along said east line 30 feet to the point of beginning.

Said easement parcel is hereafter referred to as "The Easement Tract."

Grantor understands and agrees that the storm sewer constructed and installed by the City within The Easement Tract are important water conveying systems for the handling of storm water

Recording Data

Name and Return Address

Emily Truman
Baraboo City Attorney
101 South Blvd
Baraboo, WI 53913

Parcel Identification Number (PIN)

206 0683-00000

and that this Easement is an exclusive easement and Grantor, its successors and assigns, shall not interfere with the construction, operation, usage, maintenance, ownership, inspection, and repair of any utility system and/or drainage, ditch and swale systems within The Easement Tract and no additional improvement shall be constructed on The Easement Tract.

The foregoing right-of-way and easement includes the right to lay, excavate, construct, maintain, operate, inspect, use, relocate, and repair an underground storm sewer in, upon, under, across, and through The Easement Tract. The Easement granted herein shall include the full right of ingress and egress by the City, its employees, agents, and contractors, together with equipment, supplies, and materials to, over, across, through, and under The Easement Tract and the lands adjoining the same as is reasonably necessary to excavate, lay, construct, use, maintain, operate, inspect, relocate, and repair underground storm sewer, including, but not limited to, mains and associates appurtenances, and for doing anything necessary, useful, and convenient for the full enjoyment of the Easement granted herein.

The City agrees that in the event its construction, operation, usage, maintenance, ownership, inspection, or repair of the storm sewer causes damage to The Easement Tract, that the City shall, at its own expense, repair all such damages, including grading and seeding, so as to return the property to its original state prior to the work being accomplished upon The Easement Tract. The City further agrees that the City shall avoid and not cause damage or harm to any existing improvements on The Easement Tract and, in the event the City does cause damage or harm to any existing improvements, the City shall be responsible for the actual and true costs of repair or replacement.

This Easement Grant and the covenants and agreements contained herein shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

(Signature Page to Follow)

**GRANTOR:
SAUK COUNTY AGRICULTURAL SOCIETY, INC.**

Scott Zirzow, President

Liz Cook, Secretary

AUTHENTICATION

Signature(s) of _____

authenticated on _____

[Print Name]

Title: Member State Bar of Wisconsin

**GRANTEE:
CITY OF BARABOO**

Mike Palm, Mayor

Brenda Zeman, City Clerk

AUTHENTICATION

Signature(s) of _____

authenticated on _____

[Print Name]

Title: Member State Bar of Wisconsin

ACKNOWLEDGEMENT

STATE OF WISCONSIN

COUNTY OF _____

Personally came before me on _____ the
above-named _____
to me known to be the person(s) who executed the foregoing instrument
and acknowledged the same.

[Print Name]

Notary Public, State of Wisconsin

My Commission: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN

COUNTY OF _____

Personally came before me on _____ the
above-named _____
to me known to be the person(s) who executed the foregoing instrument
and acknowledged the same.

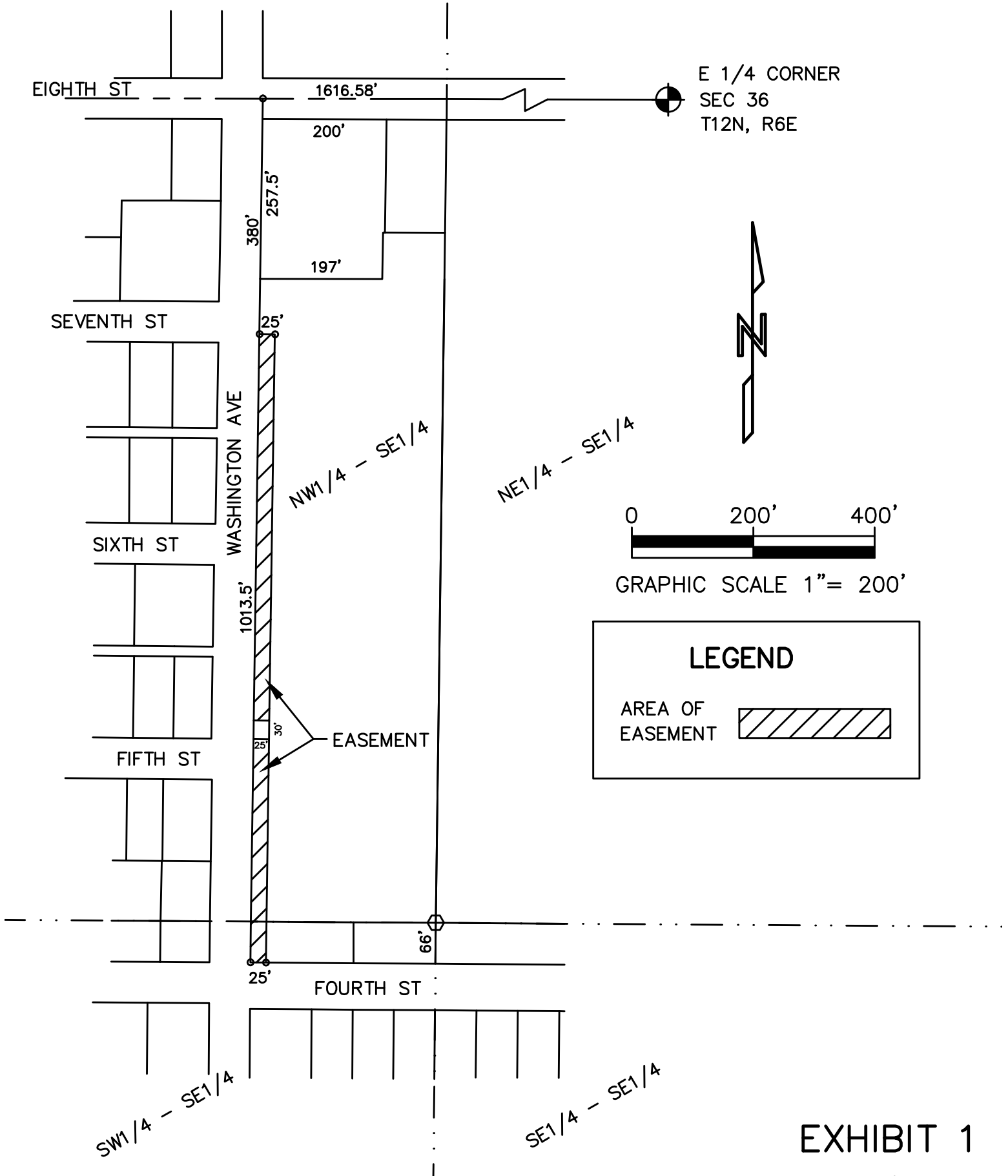
[Print Name]

Notary Public, State of Wisconsin

My Commission: _____

This document drafted by:
Emily Truman, Baraboo City Attorney

STORM SEWER EASEMENT



NBO - 1

The City of Baraboo, Wisconsin

Background: The Library Board has requested two additional handicap parking stalls on the north side of the 200 block of 4th Avenue immediately east of the two existing handicap parking stalls (which are the western most stalls on the north side of the 200 block of 4th Avenue).

The Public Safety Committee reviewed this matter at their April 29th meeting and voted unanimously to forward it to the Common Council with a favorable recommendation.

Fiscal Note: (check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments:

An Ordinance revising §7.02(2)(b)2, the Official Traffic Map, to provide for designated parking stalls to be used by persons with a disability that limits or impairs the ability to walk on the north side of the 200 block of 4th Avenue.

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO
ORDAIN AS FOLLOWS:

1. Revise Section 7.02(2)(b)2, the Official Traffic Map, to provide that there shall be a parking stall marked for use by persons with a disability that limits or impairs the ability to walk at the following locations:

The third and fourth parking stalls on the north side of 4th Street east of Birch Street, together with an access isle between said stalls.

3. This Ordinance shall take effect upon passage and publication as provided by law.

Mayor's Approval: _____

Clerk's Certification: _____

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the ____ day of May 2019, and is recorded on page ____ of volume ____.

City Clerk: _____

The City of Baraboo, Wisconsin

Background: At the February 26th meeting, the Council approved a contract with MSA Professional Services to conduct a multi-way stop condition warrant analysis at the intersection of 5th and Oak.

The Memo summarizing the warrant analysis was reviewed at the April 29th Public Safety Committee meeting. All approaches to the intersection currently perform at a Level of Service A, which means there is minimal delay. The existing conditions fall well short of satisfying any of the three quantitative warrants for a multi-way stop condition; signal warrants are not met, 8-hour traffic volumes are not met, and the crash warrant is not met. However, communities are afforded the ability to consider certain qualitative criteria to support traffic control when no quantitative warrants are met.

MSA's recommendation was to "continue to monitor the intersection with the understanding that while traffic volumes are unlikely to be met, if concerns increase and supplemental considerations are justified, an all-way stop could be considered."

The Public Safety Committee reviewed this matter at their April 29th meeting and recommended approval of an all-way stop condition on a 2 – 1 vote.

Fiscal Note: (check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments:

An Ordinance amending Sections 7.02(2)(b) and 7.03(3) of the Municipal Code of Baraboo thereby providing that all traffic approaching the intersection of 5th & Oak come to a complete stop.

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. Sections 7.02(2)(b) and 7.03(3) of the Municipal Code of Baraboo are hereby amended to provide that all traffic approaching in either direction on 5th and Oak Street shall come to a complete stop at the intersection of 5th & Oak.
2. The City Engineer is directed to revise the official traffic map of the City following installation of the requisite signage
3. This Ordinance shall take effect upon passage and publication as provided by law.

Mayor's Approval: _____

Clerk's Certification: _____

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the ____ day of May, 2019 and is recorded on page ____ of volume ____.

City Clerk: _____

The City of Baraboo, Wisconsin

Background: At their April 29th meeting, the Public Safety Committee considered a request to revise the time limits for the parking stalls on the north side of the 200 block of 4th Avenue.

The Library has requested a revision to the time limit for the existing 8-hour parking stalls on the north side of 2nd Avenue, between Birch Street and Broadway. The conversion of three of the five existing 30-minute stalls to handicap parking stalls reduces the number of short-term parking stalls for Library patrons. The twelve 8-hour parking stalls are occupied all day long which limits the ability of library patrons to park within a reasonable distance of the Library. Replacing the westerly four of the twelve existing 8-hour stalls with 30-minute parking stalls will provide a net increase of one 30-minute parking stall. Reducing the time limit of the remaining eight 8-hour parking stalls to 2-hour stalls will increase the availability of parking stalls, accordingly.

Based on recommendations from the City Engineer and Chief of Police, the Committee unanimously recommended that the Common Council approve this change.

Fiscal Note: (check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted **Comments:**

An Ordinance creating §7.09(3) relating to a Limited Time Parking on 4th Avenue, from Broadway to Birch Street..

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. Section 7.09(3)(f)1 is revised as follows:

7.09 Parking Restrictions

(3) LIMITED TIME PARKING

- (b) 30 Minutes.

3. Six stalls On the north side of 4th Avenue, immediately east of the four handicap parking stalls that are designated immediately east from Birch Street to a point 132 feet east of Birch Street.

- (d) Two Hours except where a 15 minute or 30 minute time period is specified under subs. (3)(a) and (3)(b) above.

20. The eight parking stalls on the north side of 4th Avenue immediately west of Broadway

- (f) Eight Hours. At all hours of the day, except on Saturdays, Sundays and legal holidays, no person shall park a vehicle for any longer than eight hours upon the following streets or portions thereof:

1. The south side of 4th Avenue, from Broadway to Birch, except that portion of the north side of 4th Avenue between Birch Street and a point 177 feet east of Birch Street. (1663 11/92)

2. This Ordinance shall take effect upon passage and publication as provided by law.

Mayor's Approval: _____

Clerk's Certification: _____

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the ____ day of May, 2019 and is recorded on page ____ of volume ____.

City Clerk: _____

The City of Baraboo, Wisconsin

Background: The City's Municipal Code prohibits the throwing or shooting of arrows, stones, snowballs and other missiles and projectiles at, in or onto any building, street, sidewalk, alley, highway, park, playground or other public place within the City. The current exceptions are limited, and it is therefore recommended that the Chief of Police or designee also have the ability to grant exceptions on a case-by-case basis.

The impetus for the recommendation is the desire of the Baraboo Public Library to host an event where a professional will demonstrate the use of model rockets as a hands-on learning activity at a City park. Under our current ordinance, this activity would be prohibited despite the educational nature of the event and the Chief of Police being comfortable with the activity occurring.

Fiscal Note: (check one) [x] Not Required [] Budgeted Expenditure [] Not Budgeted
Comments:

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. Section 9.03 of the City of Baraboo Municipal Code is amended as follows:

9.03 THROWING OR SHOOTING OF ARROWS, STONES AND OTHER MISSILES. (2434 09/22/15)

- (1) PROHIBITED. No person shall throw or shoot any object, arrow, stone, snowball or other missile or projectile, by hand or by any other means, at any person or at, in or into any building, street, sidewalk, alley, highway, park, playground or other public place within the City.
- (2) EXCEPTIONS.
 - (a) This section shall not apply to archery ranges in City parks which are authorized and supervised by the Park and Recreation Commission;
 - ~~(b) This section shall not apply to~~ while hunting with a State of Wisconsin issued hunting license. However, while hunting with a bow or crossbow, no person shall hunt within 100 yards from a building located on another person's land, unless that person who owns the land on which the building is located allows the hunter to hunt within the specified distance. Further, all persons hunting with a bow or crossbow shall discharge the arrow or bolt from the respective weapon toward the ground.
 - ~~(c) This section shall not apply to any state or federally permitted activities.~~
 - ~~(d) The Chief of Police or designee shall be authorized to grant exceptions to this section, in the sole discretion of the Chief of Police or designee, when said exception is requested no less than three (3) business days prior to the date the activity will take place. By receiving an exception to this section, the person(s) receiving the exception agree to indemnify, defend and hold the City harmless for any acts and/or omission of the indemnifying party and its officers, employees, agents, participants, partners, affiliates, representatives and volunteers, as applicable, as it may relate to activity that will be performed as the result of the exception.~~

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the ____ day of _____, 20____, and is recorded on page ____ of volume ____.

City Clerk:

The City of Baraboo, Wisconsin

Background: The City's Municipal Code contains an ordinance that creates the Office of the City Administrator and outlines the purpose, powers and duties of the City Administrator position. Originally adopted in 1994, the ordinance has not been updated or amended since 2004.

Although the purpose, powers and duties of the position have not changed much over the years, the ordinance itself is somewhat unwieldy and contains some duplicated language. After a review of the current ordinance by Ed Geick, City Administrator, Mike Palm, Mayor and Emily Truman, City Attorney, it is recommended to Council that the ordinance be amended to clarify the codified requirements of the position.

Fiscal Note: (check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments:

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. Section 1.10 of the City of Baraboo Municipal Code is amended as follows:

ORDINANCE AS AMENDED (WITH THE CHANGES TO THE ORDINANCE ACCEPTED):

1.10 OFFICE OF CITY ADMINISTRATOR. (1725 03/15/94, 1821 07/11/95, XXXX 5/XX/19)

- (1) DEFINITIONS. As used in this section, the following terms shall have the following meanings:

- (a) "City Department" means the following departments of the City: Administration Department, Finance Department, Fire Department, Parks, Recreation and Forestry Department, Police Department, Public Works/Engineering Department, Water and Sewer Utilities.
- (b) "Department Head" means the City employee in charge of a City Department.

- (2) PURPOSE AND POWERS CITY ADMINISTRATOR. The Common Council hereby adopts this ordinance to create the City Administrator position to administer and coordinate the day-to-day operations and activities of the City. The Administrator shall only have such powers as are expressly granted to him/her pursuant to the City Ordinances, resolutions and directives of the Council and Mayor. Subject to the foregoing and without limiting the authority and control of the Council, its committees, and the Mayor and, except where authority is vested by the Wisconsin Statutes or Municipal Code of Ordinances in Boards, Commissions or City officers, the Administrator shall be the chief administrative officer of the City. (2033 11/14/2000)

- (i) Work closely with the Department Heads to promptly resolve personnel problems or grievances and provide administrative direction, supervision and coordination of each Department Head.

- a. Recommend to the Council or the appointing body as provided in §1.03 of this Code, the appointment, promotion, and, when necessary for the good of the City, the suspension or termination of a Department Head and City Attorney, and evaluate the job performance of Department Heads and City Attorney not less than once per year.
 - b. Act as the approving authority for requests by Department Heads and City Attorney to attend conferences, meetings, training schools, etc., provided that funds have been budgeted for these activities.
 - c. Advise and assist Department Heads in the recruiting, training and evaluation of subordinate employees; assist, as necessary, Department Heads in undertaking not less than once each calendar year a job performance evaluation of all employees in their departments; and in conjunction and cooperation with the Department Heads, be responsible for the appointment, promotion, and when necessary for the good of the City, to take disciplinary action, including suspension and termination, of employees below the Department Head. (2161 09/28/2004)
- (ii) Assist, as requested, the Library Board and Community Development Authority with any personnel related matter including, but not limited to, the appointment, promotion, job performance evaluation, suspension or termination of the head of said department or subordinate employees.
 - (iii) Organize and conduct a monthly meeting with the Mayor, City Attorney and Department Heads to coordinate practices and programs and to keep all departments current in regard to City practices and programs; ensure all practices and programs are properly implemented by the Department Heads, as applicable.
 - (iv) Be responsible for such other personnel practices and matters as shall be assigned or delegated by the Mayor or Council.
- (l) Carry out promptly, efficiently and effectively the following financial responsibilities:
 - (i) In conjunction with and under the direction of the Mayor and Council coordinate, assist and be responsible for the preparation of the annual City budget in accordance with such guidelines as may be provided by the Mayor and Council and in coordination with Department Heads and City officials and pursuant to State Statutes. Administer the budget as adopted by the Council.
 - (ii) In coordination with the Finance Director:
 - (a) Perform the duties and responsibilities of Comptroller as set forth in §62.09, Wis. Stats.;
 - (b) Administer and supervise the accounting system of the City and ensure that the system employs methods in accordance with current professional accounting practices;
 - (c) Monitor revenues and expenditures and maintain debt schedules; coordinate financial advisors, bond counsel and rating agencies on debt issues; and serve as the purchasing agent for the City, supervising all purchasing and contracting for supplies and services, provided that the expenditure has been specifically

approved in the City budget and provided that the purchasing procedures established by the Council and any limitations provided by the Wisconsin State Statutes are followed; and

- (d) Coordinate, assist and approve requests for proposals, assist Department Heads in the preparation of specifications and the scheduling of authorized purchases to coincide with budgetary authorization and cash flow considerations and analyze bids with department heads and assist in the compilation of bid recommendations for Council approval.
- (iii) Report regularly to the Mayor and Council on the current financial condition and future needs of the City.
- (iv) Keep the Council and Mayor informed of the availability of and changes to local, state and federal laws concerning funds for local programs and assist Department Heads and the Council in obtaining these funds under the direction of the Mayor and the Council; advise the Mayor and Council of methods of procuring such funds; analyze and prepare reports on the fiscal impact of various proposals for such funds.
- (v) Execute contracts on behalf of the City when such execution has been expressly authorized by directive or resolution of the Council.
- (vi) Carry out all actions and directives of the Council in conjunction with budgeting and purchasing which require administrative implementation or where the Council has so directed.
- (vii) Be responsible for such additional budgeting and purchasing matters as shall be assigned or delegated by the Council.
- (m) All officials, City officers and employees of the City shall cooperate with and assist the Administrator and the Administrator shall similarly cooperate with and assist all officials, City officers and employees of the City so that the City government shall function effectively and efficiently.

ORDINANCE SHOWING THE TRACKED CHANGES TO THE CURRENT ORDINANCE

1.10 OFFICE OF CITY ADMINISTRATOR. (1725 03/15/94, 1821 07/11/95)

(1) DEFINITIONS. As used in this section, the following terms shall have the following meanings:

(a) “City Department” means the following departments of the City: Administration Department, Finance Department, Fire Department, Parks, Recreation and Forestry Department, Police Department, Public Works/Engineering Department, Water and Sewer Utilities.

(b) “Department Head” means the City employee in charge of a City Department.

~~(2) PURPOSE, AND POWERS AND DUTIES OF CITY ADMINISTRATOR. The City of Baraboo operates under a Mayor-Council form of government. City authority is vested in the Common Council and the Mayor, who is the Chief Executive Officer of the City. The Council, through its committees, is responsible for the management and control of the City to the fullest extent authorized by the Wisconsin Constitution and Wisconsin Statutes. In addition, the authority, jurisdiction and responsibilities vested by the Wisconsin Statutes and the Municipal Code of Ordinances in the Police and Fire Commission, Library Board,~~

Community Development Authority, and certain City officers to administer and manage their respective departments or offices is recognized as an integral part of the overall administrative operation of City government. In recent years, the administrative management and control of City operations have become increasingly complex and it has become more and more difficult for a part-time Council member, or a full-time Mayor hereby adopts this ordinance to create the City Administrator position to administer and coordinate the day-to-day operations and activities of the City. Therefore, in order to provide a more efficient, effective and responsible City government, there is hereby created the office of City Administrator. The Administrator shall at all times be responsible to and work under the direction, control and command of the Council, and its committees, and the Mayor. The Administrator shall cooperate with and assist as necessary the Police and Fire Commission, Library Board, and Community Development Authority in those areas where these Boards and Commissions are vested with authority by the Wisconsin Statutes or the Municipal Code of Ordinances and the Administrator shall work closely with and through these Boards and Commissions in the administration of their respective departments. The Administrator shall further cooperate with and assist those City officers vested with authority by the Wisconsin Statutes and the Municipal Code of Ordinances to administer and manage their departments and/or offices. The Administrator shall have no direct or indirect authority to administer or manage activities over which authority is vested by the Wisconsin Statutes or by the Municipal Code or by a directive or resolution of the Council in a specific Board or Commission or in a City officer. Nothing in this Ordinance shall be interpreted to in any limit or reduce the authority of the Council, and its Committees, and the Mayor to administer, manage and control the operations of the City. The Administrator shall only have such powers as are expressly granted to him/her pursuant to the City Ordinances, resolutions and directives of the Common Council and Mayor. Subject to the foregoing and without limiting the authority and control of the Common Council, its committees, and the Mayor and, except where authority is vested by the Wisconsin Statutes or Municipal Code of Ordinances in Boards, Commissions or City officers, the City Administrator shall be the chief administrative officer of the City with the following powers and duties. (2033 11/14/2000)

(a) ~~(3)~~ DUTIES OF CITY ADMINISTRATOR. The Administrator shall be responsible only to the Mayor and the Common Council for the proper coordination and administration of the business affairs of the City- including, but not limited to:

(b) The Administrator shall direct, administer, supervise, coordinate and expedite the activities of the following departments of the City: Engineering, Public Works, Water Utility, Sewer Utility, Building, Plumbing and Electrical Inspection, Emergency Government, Weed Control, Zoning Administration, Forestry and Parks & Recreation. The Administrator shall assist, cooperate and work closely with the Police and Fire Commission and the Police Chief and Fire Chief, the Library Board, and the Community Development Authority, in the administration, evaluation and management of their respective departments. The City Administrator shall assist, cooperate and work closely with and through the City Treasurer and City Clerk and their deputy clerks in carrying out the duties and responsibilities vested in these offices by the Wisconsin Statutes, the Municipal Code of Ordinances and by the directives and resolutions of the Common Council. The City Attorney shall be responsible only to the Common Council and the Mayor; and the Administrator and City Attorney shall work closely and cooperatively together. (2-33-11/14/2000).

(c) ~~The Administrator shall implement~~ (a) Implement and carry out the ordinances, resolutions and directives of the Mayor and/or Council, and its Committees, and/or Mayor as applicable and appropriate, which require administrative implementation; and reporting promptly to the Mayor and Council any difficulties encountered and the progress and completion thereof.

(d) ~~The Administrator shall be responsible for the administrative coordination of the day-to-day operations of the City government.~~

(e) ~~The Administrator shall perform promptly, efficiently and effectively the following general duties:~~

(b) ~~Establish when necessary administrative procedures to increase the effectiveness and efficiency~~

of City government according to current best practices in local government;

~~1. Work cooperatively with all Boards, Commissions and Committees of the City and attend the meetings of a Board, Commission and Committee if requested by the Chairperson, the Mayor, or a Common Council member;~~

~~(c)~~ Keep informed concerning current federal, state, and county legislation and administrative rules affecting the City and submit appropriate reports and recommendations thereon to the Council;

~~4. Keep the Council and Mayor informed of changes in state and/or federal laws having an impact on the City and concerning the availability of federal, state and county funds for local programs and assist department heads and the Council in obtaining these funds under the direction of the Mayor and the Council;~~

5.(d) Represent the City in matters involving legislative and inter-governmental affairs as authorized and directed ~~as to that representation~~ by the Mayor and Council;

~~6. In cooperation with the City Clerk, act (c) Act~~ as public information officer for the City with the responsibility of ~~assuring~~ensuring that the news media are kept informed about the operations of the City and that all open meeting rules and regulations are followed;

~~7.~~

(f) Establish and maintain procedures to facilitate communications between citizens and City government, to assure that complaints, grievances, recommendations and other matters receive prompt attention by the responsible official, and to ~~assure~~ensure that all such matters are expeditiously resolved;

~~8. Promote the economic well-being and growth of the City through public and private sector cooperation;~~

9.(h) Provide leadership and direction in the development of short and long range plans; be responsible for and ~~undertaking~~undertake planning and program analysis, including gathering, interpreting and preparing data for studies, reports and recommendations, and developing procedures, methods and techniques to meet the present and future needs of the City and to improve the efficiency, effectiveness and quality of services and programs provided by the City.

~~10. Perform such other duties and responsibilities as shall be assigned or delegated by the Council or the Mayor;~~

~~(f) The Administrator shall perform promptly, efficiently and effectively the following general responsibilities to the Common Council:~~

~~1. (i) Attend all meetings of the Council, assisting the Mayor and the Council as necessary in the performance of their duties;~~

Attend, and attend all meetings of the Standing and Special Committees of the Council if requested by the Mayor or Committee chairperson, and assist Committee members as necessary in the performance of their duties;

~~2. (j)~~ In coordination with the Mayor, the Council, and the Clerk, ensure that appropriate agendas are prepared for all meetings of the Council, all Council committees, and all other appropriate committees and commissions of the City, together with such supporting material as may be required, with nothing herein being construed to give the ~~administrator~~Administrator authority to limit or in any way prevent matters from being considered by the Council, or any of its committees and commissions;

4. ~~Assist in the preparation of ordinance and resolutions as requested by the Mayor or the Council, or as needed;~~

5. ~~Keep the Mayor and Council regularly informed of the activities of the Administrator's office by oral or written report at regular and special meetings of the Council;~~

6. ~~In the event that,~~ If action normally requiring Council approval is necessary at a time when the Council cannot meet, the Administrator shall receive directives from the Mayor.

7. ~~Perform such other duties and responsibilities (k) Serve as shall be assigned or delegated by the Mayor or Council.~~

~~(g) The Administrator shall~~ personnel officer for the City and perform promptly, efficiently, and effectively the following personnel related duties in connection with, except as otherwise provided for by State Statute or City Ordinance. (See, §43.58, Wis. Stat., for the Engineering Department, Public Works Department, Sewer Utility, Water Utility, Building, Plumbing powers and Electrical, Zoning Administration, Parks, duties of the Library Board and Recreation Department, Emergency Services, §1.19 of this Code for the powers and Weed Control (2033-11/14/2000) duties of the Police and Fire Commission.)

Be responsible for the Ensure compliance with all local, state and federal laws and regulations applicable to hiring and employment practices, including best safety practices.

Maintain complete and current personnel records, including specific job descriptions, for all City employees.

Coordinate and administer the City's compensation plan, develop classification and salary schedules, job evaluation and performance evaluation procedures and rating forms and recommend to the Council salaries and classifications for City employees covered by the compensation plan.

Negotiate collective bargaining agreements and bring tentative agreements to the Council for ratification; monitor and ensure compliance with said agreements.

Work closely with the Department Heads to promptly resolve personnel problems or grievances and provide administrative direction, supervision and coordination of each department head and all employees of the City in these departments Department Head.

2. ~~Recommend to the Council or the appointing body as provided in §1.03 of this Code, the appointment, promotion, and, when necessary for the good of the City, the suspension or termination of the department heads in these departments.~~ a Department Head and City Attorney, and evaluate the job performance of Department Heads and City Attorney not less than once per year. (2161 09/28/2004)

Act as the approving authority for requests by Department Heads and City Attorney to attend conferences, meetings, training, schools, etc., provided that funds have been budgeted for these activities.

~~In conjunction and cooperation with the appropriate Department Head~~
Advise and assist Department Heads in the recruiting, training and evaluation of subordinate employees; assist, as necessary, Department Heads in undertaking not less than once each calendar year a job performance evaluation of all employees in their departments; and in conjunction and cooperation with the Department Heads, be responsible for the appointment, promotion, and when necessary for the good of the City, to take disciplinary action, including suspension and termination, of employees below the Department Head within these departments. (2161 09/28/2004)

4. ~~Be responsible for evaluating the job performance of the Department Heads of these departments not less than once per year and, when necessary for the good of the City, to discipline a Department Head. The Administrator shall further authorize to administratively suspend a Department Head within these departments pending action by the Council or the appointing body as provided in Subsection (g)2 above. (2161-09/29/2004)~~

5. ~~Work closely with the department heads of these departments to promptly resolve personnel problems or grievances.~~

6. ~~Act as the approving authority for requests by department heads of these departments and City employees within these departments to attend conferences, meetings, training schools, etc., provided that funds have been budgeted for these activities.~~

7. ~~Advise and assist department heads in these departments in the recruiting, training and evaluation of subordinate employees and coordinate, and assist as necessary department heads in undertaking not less than once each calendar year a job performance evaluation of all employees in their departments.~~

8. ~~Be responsible for keeping the Public Safety Committee and Parks & Recreation Commission regularly informed of the activities of their respective departments and to work closely with the Public Safety Committee and Parks & Recreation Commission in administering and directing the activities of the Sewer Utility, Water Utility, and Parks & Recreation Department and the Administrator shall regularly seek the advice and recommendation of these commissions on all policy related matters and/or before implementing material changes in their respective departments. (2033 11/14/2000)~~

9. Assist, as requested, the Library Board and Community Development Authority with any personnel related matter including, but not limited to, the appointment, promotion, job performance evaluation, suspension or termination of the head of said department or subordinate employees.

Organize and conduct a monthly meeting with the Mayor, City Attorney and Department Heads to coordinate practices and programs and to keep all departments current in regard to City practices and programs; ensure all practices and programs are properly implemented by the Department Heads, as applicable.

Be responsible for such other personnel practices and matters regarding these departments as shall be assigned or delegated by the Mayor, or Council or Personnel Committee.

(h) ~~The City Administrator shall carry)~~ Carry out promptly, efficiently and effectively the following personnel related duties with respect to departments under the jurisdiction of the Police and Fire Commission, Library Board, and the Community Development Authority. (2033 11/14/2000)

1. ~~Coordinate and assist as requested these Boards and Commission in conjunction with under-taking a job performance evaluation of their respective department heads not less than once per calendar year.~~

1. ~~Assist as requested the department heads of these departments to promptly resolve personnel problems or grievances.~~

2. ~~Assist as requested the Council, Personnel Committee, and/or the foregoing Boards and Commissions in the appointment, promotion and when necessary for the good of the City the suspension or termination of the department head.~~

- ~~3. Assist as requested the department heads under the foregoing Boards and Commissions to undertake not less than once each calendar year a job performance evaluation of all employees in these departments;~~
- ~~4. Assist as requested the department head of the foregoing departments in the appointment, promotion and when necessary for the good of the City the suspension or termination of employees below the department head level within these departments;~~
- ~~5. Assist these Boards and Commissions as requested to carry out their actions and directives which require administrative implementation or where the Mayor and/or Common Council have so directed;~~
- ~~6. Be responsible for such other personnel practices and matters in conjunction with the Council, the Personnel Committee and the foregoing Boards and Commissions as shall be assigned or delegated by the Mayor or Council;~~

~~(i) The Administrator shall carry out promptly, efficiently and effectively the following personnel related duties with respect to the offices of the City Clerk and City Treasurer and their appointed deputies:~~

- ~~1. Assist as necessary these officers to promptly resolve personnel problems or grievances;~~
- ~~2. Assist as necessary these officers to undertake not less than once each calendar year a job performance evaluation of each appointed deputy;~~
- ~~3. Assist as necessary these officers in the appointment, promotion and when necessary for the good of the City the suspension or termination of an appointed deputy;~~
- ~~4. Assist these officers and their deputies as necessary to carry out their duties and financial responsibilities;~~

- ~~5. Assist these officers as necessary to carry out their actions and directives that require administrative implementation or where the Mayor and/or Common Council have so directed;~~
- ~~6. Be responsible for such other personnel practices and matters in conjunction with the Council, the Personnel Committee and the foregoing officers as shall be assigned or delegated by the Mayor or Council;~~

~~(j) The City Administrator shall carry out promptly, efficiently and effectively the following general personnel related duties:~~

- ~~1. Serve as personnel officer for the City with responsibilities to see that complete and current personnel records, including specific job descriptions, for all City employees are kept; coordinate and administer the City's compensation plan, develop classification and salary schedules, job evaluation and performance evaluation procedures and rating forms and recommend to the Personnel Committee and Common Council salaries and classifications for City employees covered by the compensation plan; monitor and assure compliance with the City's collective bargaining agreements; develop and coordinate the implementation of high standards of performance by City employees; assure that City employees have proper working conditions; assure compliance with all local, state and federal laws and regulations applicable to hiring and employment practices;~~
- ~~2. Assist the Personnel Committee, the Mayor and the Common Council in labor negotiations and collective bargaining issues and bring tentative agreements to the Council for ratification;~~

~~3. Work closely with and assist all department heads to assure that employees receive adequate opportunities for training to maintain and improve their job-related knowledge and skills.~~

~~4. Carry out all actions and directives of the Mayor, Common Council and Personnel Committee which require administrative implementation in personnel practices or where the Mayor and/or Common Council have so directed, except where such authority is vested by Wisconsin Statutes or the Municipal Code of Ordinances in a Board or Commission or other City officer.~~

~~5. Coordinate and conduct a monthly meeting with the Mayor, department heads and City officers in order to coordinate City programs and to keep all departments and officers current in regard to City programs and practices and to implement the administration of the day to day business affairs of the City.~~

~~6. Be responsible for such other personnel practices and matters as shall be assigned or delegated by the Mayor or Common Council.~~

~~(4) The City Administrator shall carry out promptly, efficiently and effectively the following budgeting and purchasing responsibilities:~~

~~(i) In conjunction with and under the direction of the Mayor, City and Council and Finance Committee coordinate, assist and be responsible for the preparation of the annual City budget in accordance with such guidelines as may be provided by the Mayor, and Council and Finance Committee and in coordination with department heads Department Heads and City officials and pursuant to State Statutes and coordinating the review and approval of. Administer the budget as adopted by the Mayor, the Finance Committee and the Council.~~

~~2. Administer the budget as adopted by the Council.~~

~~3. (ii) In coordination with the Finance Director:~~

~~Perform the duties and responsibilities of Comptroller as set forth in §62.09, Wis. Stats. 62.09(10);.~~

~~4. Report regularly to the Mayor and Council on the current financial condition and future needs of the City and research the availability of alternative sources of funding for local programs and projects and advise the Mayor and Council of methods of procuring such funds; analyze and prepare reports on the fiscal impact of various proposals.~~

~~5. Administer and supervise the accounting system of the City and insure ensure that the system employs methods in accordance with current professional accounting practices; monitor~~

~~Monitor revenues and expenditures and maintain debt schedules; coordinate financial advisors, bond counsel and rating agencies on debt issues.~~

~~6. Serve; and serve as the purchasing agent for the City, supervising all purchasing and contracting for supplies and services, provided that the expenditure has been specifically approved in the City budget and provided that the purchasing procedures established by the Council and any limitations provided by the Wisconsin State Statutes are followed; and~~

~~7. Execute contracts on behalf of the City when such execution has been expressly authorized by directive or resolution of the Council.~~

Coordinate, assist and approve requests for proposals, assist ~~department heads~~ Department Heads in the preparation of specifications and the scheduling of authorized purchases to coincide with budgetary authorization

and cash flow considerations and analyze bids with department heads and assist in the compilation of bid recommendations for Council approval.

(iii) Report regularly to the Mayor and Council on the current financial condition and future needs of the City.

(iv) Keep the Council and Mayor informed of the availability of and changes to local, state and federal laws concerning funds for local programs and assist Department Heads and the Council in obtaining these funds under the direction of the Mayor and the Council; advise the Mayor and Council of methods of procuring such funds; analyze and prepare reports on the fiscal impact of various proposals for such funds.

(v) Execute contracts on behalf of the City when such execution has been expressly authorized by directive or resolution of the Council.

(vi) Carry out all actions and directives of the Council in conjunction with budgeting and purchasing and which require administrative implementation or where the Mayor and/or Council have has so directed.

(vii) Be responsible for such additional budgeting and purchasing matters as shall be assigned or delegated by the Mayor or Council.

(4m) All officials, City officers and employees of the City shall cooperate with and assist the City Administrator and the City Administrator shall similarly cooperate with and assist all officials, City officers and employees of the City so that the City government shall function effectively and efficiently.

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the ____ day of _____, 20__, and is recorded on page ____ of volume ____.

City Clerk:

City of Baraboo
Taxi
Balance Sheets
March 31, 2019 and December 31, 2018

Assets:		Year to Date	December 31, 2018
Cash	A	\$ (18,568.25)	\$ 9,464.39
Due from State		-	38,551.36
Total Assets		\$ (18,568.25)	\$ 48,015.75
Liabilities and Fund Equity:			
Liabilities:			
Accounts Payable		-	24,884.28
Due to Taxi Operator		500.00	500.00
Due to State		13,961.60	13,961.60
Def Revenue-Expenditure Grant		-	7,160.00
Total Liabilities		\$ 14,461.60	\$ 46,505.88
Fund Equity:			
Fund Balance		(7,170.44)	(14,667.06)
Assigned - Capital Equipment		8,680.31	8,680.31
Net Revenue (Expenditures)		(34,539.72)	7,496.62
Total Fund Equity		(33,029.85)	1,509.87
Total Liabilities and Fund Equity		\$ (18,568.25)	\$ 48,015.75
		-	-

A Cash is typically negative as this is a reimbursement grant. A reimbursement grant provides funding to grant recipients after expenses have been incurred. The City essentially fronts the cash from the general fund and receives reimbursement from the Wisconsin Department of Transportation during the 3rd quarter, and after year end.

City of Baraboo
Taxi
Income Statement with Comparison to Budget
For The Three Months Ending March 31, 2019

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Percentage of Budget</u>
Revenues:				
Operating:				
Taxi Grant - Federal	\$ 7,918.00	\$ 7,918.00	\$ 171,438.00	4.62
Taxi Grant - State	(758.00)	(758.00)	94,307.00	(0.80)
Taxi Fares	26,282.50	52,446.00	270,000.00	19.42
Taxi Agency Fares	-	-	-	-
Total Operating Revenue				
Capital:				
Taxi Capital Grant	-	-	58,541.00	-
Sale of Assets	-	-	2,400.00	-
Sale of Assets - Contra	-	-	-	-
Refund of Prior Years Expense	-	-	-	-
Transfer from General Fund	-	-	5,000.00	-
Fund Balance Applied	-	-	7,235.00	-
Total Capital Revenue				
Total Revenues	<u>33,442.50</u>	<u>59,606.00</u>	<u>608,921.00</u>	9.79
Expenditures:				
Operating:				
Income Continuation				
Publishing	-	-	25.00	-
Repair & Maint Service-Vehicle	-	-	-	-
Special Services	-	-	-	-
Other Contracted Services	44,907.92	93,475.28	532,865.00	17.54
Contra (Package Delivery)	-	-	(150.00)	-
Publications. Training. Dues	-	-	-	-
Operating Supplies	0.58	0.58	5.00	11.60
Other Supplies & Expense	-	-	-	-
Depreciation	-	-	-	-
Total Operating Expenditures				
Capital:				
Vehicle Purchase	-	-	73,176.00	-
Total Capital Expenditures				
Total Expenditures	<u>45,212.29</u>	<u>94,145.72</u>	<u>608,921.00</u>	15.46
Net Revenues (Expenditures)	<u>\$ (11,769.79)</u>	<u>\$ (34,539.72)</u>	<u>\$ -</u>	

REPORT OF BUILDING INSPECTION
Construction, Plumbing, Electrical, HVAC, Commercial
APRIL

PERMIT TYPE	2018						2019					
	ISSUED	YTD	EST COST	YTD	FEES	YTD	ISSUED	YTD	EST COST	YTD	FEES	YTD
Commercial, New	0	1	\$0.00	\$800,000.00	\$0.00	\$2,272.63	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Commercial Addition	0	0	\$0.00	\$0.00	\$0.00	\$0.00	1	1	\$68,000.00	\$68,000.00	\$566.20	\$566.20
Commercial, Alterations	1	11	\$89,000.00	\$707,357.00	\$330.00	\$2,756.05	3	12	\$227,102.00	\$685,302.00	\$690.00	\$4,330.24
Commercial, Razing	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Residential , New SF	1	4	\$145,000.00	\$737,000.00	\$748.50	\$3,276.11	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Residential, New Duplex	0	2	\$0.00	\$5,000.00	\$0.00	\$2,018.24	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Residential, Additions	3	3	\$63,500.00	\$63,500.00	\$324.32	\$324.32	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Residential Remodel	1	9	\$10,000.00	\$297,850.00	\$75.00	\$1,484.56	5	17	\$23,000.00	\$177,563.00	\$491.66	\$1,451.66
Residential, Accessory Razing	1	1	\$0.00	\$0.00	\$0.00	\$30.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Residential Dwelling Razing	0	1	\$0.00	\$0.00	\$0.00	\$30.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Roofing/Siding/Windows	15	32	\$116,300.00	\$256,700.00	\$756.00	\$2,448.00	17	46	\$188,000.00	\$788,542.00	\$1,196.00	\$4,614.00
Garage/Sheds/Deck/Fence	7	11	\$41,800.00	\$71,500.00	\$450.00	\$750.00	6	10	\$22,200.00	\$54,600.00	\$435.00	\$720.00
Multi-Family Units	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Plumbing Only	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Electrical Only	7	13	\$16,000.00	\$78,754.00	\$540.00	\$1,000.00	3	14	\$7,900.00	\$37,421.00	\$180.00	\$1,000.00
HVAC Only	0	2	\$0.00	\$7,602.00	\$0.00	\$120.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Sign Permits	3	8	\$16,000.00	\$24,000.00	\$300.00	\$810.00	2	7	\$7,000.00	\$11,500.00	\$300.00	\$570.00
Misc. Permits	1	5	\$70,000.00	\$70,000.00	\$60.00	\$210.00	0	0	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	40	103	\$567,600.00	\$3,119,263.00	\$3,583.82	\$17,529.91	37	107	\$543,202.00	\$1,822,928.00	\$3,858.86	\$13,252.10

Members Present: Petty, Thurow, Sloan

Absent: none

Others Present: Mayor Palm, E. Geick, E. Truman, B. Zeman, C. Haggard, M. Hardy

Call to Order –Ald. Petty called the meeting to order at 6:30 p.m. noting compliance with the Open Meeting Law. Moved by Sloan, seconded by Thurow to approve the minutes of April 9, 2019 and carried unanimously. Moved by Sloan, seconded by Thurow to approve the agenda. Motion carried unanimously.

Action Items

- a) **Accounts Payable** – Moved by Sloan seconded by Thurow to recommend to Council for approval of the accounts payable for **\$1,022,818.43**. Motion carried unanimously.
- b) **Approve budget amendment of \$1,792 for window washing at Municipal Bldg** – C. Haggard noted that the original budget included \$800 for this and therefore needs a transfer from fund balance of \$1,792. The agreement with Weyh's Window Washing is for a one-year agreement. Moved by Sloan, seconded by Thurow to recommend to Council for action. Motion carried unanimously.
- c) **Authorize the Baraboo-Wisconsin Dells Regional Airport Commission to petition for State Airport Development Aid** – Adm. Geick explained that we are required to submit a petition to the Bureau of Aviation from the Airport Commission. This annual process must include recommendation by the City Council as well as the Village Board of Lake Delton. Adm. Geick reviewed the Capital Budget plan for the Airport. Moved by Sloan, seconded by Thurow to acknowledge that the Airport Commission has approved this and recommend to Council for action. Motion carried unanimously.
- d) **Authorize the First Amendment to the Intergovernmental Agreement with West Baraboo for use of the 2018/2019 Stewardship Grant Funds** – M. Hardy reminded the committee that a few years ago we co-applied for grant money for a kayak launch and river improvements. While we did not receive the full grant, the DNR did offer us some grant funds and it was decided that this money be used for the kayak launch. Because the Village of West Baraboo applied for the grant, they are responsible for the final reimbursement request. This amendment allows Mike Hardy to complete the required paperwork needed for reimbursement. He will then forward the documents to the Village of West Baraboo for submittal. Moved by Sloan, seconded by Thurow to recommend to Council for action. Motion carried unanimously.
- e) **Authorize the formation of Complete Count Committees for the 2020 United States Census Bureau** – This is similar to the Committee that was formed for the 2010 Census. Moved by Sloan, seconded by Thurow to amend the resolution to be "2020" and recommend to Council for action. Motion carried unanimously.

Informational Items

- a) City Attorney's report on insurance claims
 - o Claim Denial – Logan Klem requested \$211.00 for damages to vehicle due to alleged pothole
 - o Claim Denial – Sandra Gade requested \$267.00 for damages to vehicle due to alleged pothole

Adjournment – Moved by Sloan, seconded by Thurow and carried to adjourn at 6:43pm.
Brenda Zeman, City Clerk

**MINUTES of the BARABOO BUSINESS IMPROVEMENT DISTRICT (BID)
BOARD OF DIRECTOR'S MEETING**

April 24, 2019

Members Present: S. Fay, B. Stelling, T. Wickus, H. Kierzek, S. Byberg, T. Sloan, S. Brunker

Members Absent: N. Marklein Bacher, L. Steffes

Also Attending: Ed Geick

Call to Order: Sarah Fay presided over the meeting, called it to order at 5:47 PM and noted compliance with the Open Meeting Law.

Meeting Minutes:

Moved by Stelling, seconded by Kierzek and unanimously carried to approve the minutes of March 20, 2019.

Agenda: Moved by Stelling, seconded by Wickus and unanimously carried to approve the agenda as published.

Reports of Officers and Committies

- President – Put Put Crawl Event
- Appearance – Gatehouse Gardens will do landscaping – 33 hanging baskets. Finalize location of new trees in downtown area.
- Promotions – Devil's Lake products are out. Brava ad is out. Johnsen Insurance banner is new

Old Business:

AdHoc Parking –

- Sarah gave status report
- Ed spoke about 6th District case
- Meters have been out for over 25 years
- BID logo discussed. Sarah showed a draft

New Business:

1. Vouchers	Gatehouse Gardens	\$	710.00
	Lorraine Ortner Blake		243.10
	Next Level		309.00
	American Legion		301.41
	Downtown Baraboo		205.04
	Capital Newspapers		1385.00
	City of Baraboo		484.52
	TOTAL:		3638.07

Moved by Wickus, seconded by Byberg, and unanimously carried to approve the vouchers.

2. AdHoc Branding – Todd explained purpose of committee. Discover Wisconsin Real episode.

Correspondence & Announcements:

Send background material to new board members: budget, committees, bylaws, map and parking lots.

3. **Next Meeting:** Wednesday, May 15, 2019 at 5:45pm, Committee Room #205 and Elect Officers at this meeting.

Adjournment: Moved by Kierzek, seconded by Brunker to adjourn at approximately 6:29 p.m.

Respectfully submitted, Ed Geick

Minutes of Plan Commission Meeting April 16, 2019

Call to Order – Phil Wedekind called the meeting of the Commission to order at 5:15 PM.

Roll Call – Present were Phil Wedekind, Dennis Thurow, Roy Franzen, Pat Liston, Jim O'Neill, Tom Kolb, and Kate Fitzwilliams.

Also in attendance were Administrator Geick, Tom Pinion, Alison & Mike Taber

Call to Order

- a. **Note compliance with the Open Meeting Law.** Wedekind noted compliance with the Open Meeting Law.
- b. **Agenda Approval:** It was moved by O'Neill, seconded by Franzen to approve the agenda as posted. Motion carried unanimously.
- c. **Minutes Approval:** It was moved by Liston, seconded by Kolb to approve the minutes of the February 19, 2019 meeting. Motion carried unanimously.

Public Invited to Speak (*Any citizen has the right to speak on any item of business that is on the agenda for Commission action if recognized by the presiding officer.*) – There were no speakers.

New Business

- a. **Review and approve signage plan for the proposed retail firearms store at 1223 South Blvd.** – Pinion said he received any email today stating that something came up and the Zawistowskis' were unable to attend the meeting. It was moved by Kolb, seconded by Liston to postpone this request until the May Plan Commission meeting. On roll call vote for the motion – Ayes – Thurow, Franzen, Liston, O'Neill, Kolb, Fitzwilliams, and Wedekind. Nay – 0, motion carried 7-0.
- b. **Request by Alison Taber, d/b/a/ Tuttle Heights LLC, to review a conceptual development plan in accordance with Step 2 of the PUD Process to subdivide the existing property (1425/1427 Tuttle Street & 522/624 13th Street) and change the underlying zoning to R-3 One to Four Family Multi-Family Residential** – Pinion presented the background for this request. He said that the owners purchased the Heritage Heights property which is located on NE corner of Albert and Tuttle, it consists of two buildings, one that faces Tuttle Street, and the other that has a driveway on 13th Street. These two buildings were built in 1973; building permits were issued within a couple months of each other and were built on a single tax parcel. Mr. and Mrs. Taber purchased the property in 2016 and are looking to sell them individually. The Tabers would like to create a property line between the two buildings. Pinion said that mysteriously the property is zoned R-1A, and he thought it was zoned R-2, and when the major rezoning was done in 2004, it fell into R-1A. He said that technically with the single-family zoning, the property would be a legal nonconforming use because it is more than a single-family home. He said there are three units in the Tuttle Street building, and four units in the 13th Street building. He said the appropriate zoning category would be R-3, which could be done. He irrespective of the zoning classification, if the land is divided, the buildings cannot comply with the side yard and rear yard setbacks, which is what creates the need for a PUD to allow the reduced setbacks. Pinion said that the property owners would also need a CSM to separate the properties. Liston expressed concern regarding the number of PUDs coming before the Commission, which seems to create spot zoning. Alison and Mike Taber introduced themselves to the Commission. It was the consensus of the Commission to move forward with the PUD process as requested.

Adjournment - It was moved by Liston, seconded by Kolb to adjourn at 5:31 p.m. The motion carried unanimously.

Phil Wedekind, Mayor Designee

Present: Alderpersons John Alt, John Ellington and Heather Kierzek

Absent: -

Also Present: Mayor, Mike Palm; Police Chief, Mark Schauf, City Attorney, Emily Truman, Finance Director, Cynthia Haggard and City Clerk, Brenda Zeman.

Citizen Present: Karen Zimmerman (1721 Birch Street)

The meeting was called to order by Chairman John Alt at 12:00PM CDT., with roll call and noting compliance with the Open Meetings Law.

Moved by Ellington to approve the minutes of February 4, 2019, seconded by Alt and unanimously carried.

Motion by Kierzek to approve agenda, seconded by Ellington and unanimously carried.

Review and recommendation to City Council to update agreement to participate in the Wisconsin Public Employers group health insurance.

Zeman stated that the resolution needs to be updated, getting rid of some of the old handbooks.

Motion to recommend the Council consider an updated resolution by Ellington, seconded by Kierzek and unanimously carried.

Consider Request for Excessive Household Animals -Sally Wehler

Schauf mentioned the City received a request from Sally Wehler about the excessive household animal ordinance. Her mother passed leaving her with a third dog at 1801 Birch Street. One of the dogs is reported as being in poor and failing health. Schauf has spoken with the Community Service Officer who is familiar with this case. The Community Service Officer has no concerns with the Committee's favorable recommendation.

Citizen Zimmerman requested assurance that the three dogs are not a precedence, so that once the third dog is gone, another one cannot be added.

Schauf explained the ordinance: The approval is specific to the animals that she has. If one of the animals were to pass, or finds an alternate placement, she would not be allowed to replace the dog.

Motion to recommend the Council to consider request for excessive household animals by Ellington, seconded by Kierzek and unanimously carried.

Member comments

The next meeting will be June 3, 2019 at 8:00AM CDT. Meeting location will be 101 South Boulevard. Moved by Ellington to adjourn, seconded by Kierzek and unanimously carried. Meeting adjourned at 12:10PM CDT.

Respectfully submitted,
Cynthia Haggard, Finance Director